

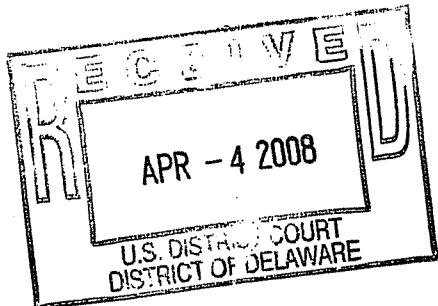
DOCKET NO. 73DATE 4/4/08**COPY**

**IN THE UNITED STATES DISTRICT COURT
FOR THE STATE OF DELAWARE**

KERRY JOHNSON and)	
SHARON ANDERSON,)	
on behalf of themselves and all)	
others similarly situated,)	
)	
Plaintiffs,)	C.A. No. 1:06-cv408 (JJF)
v.)	
)	
GOVERNMENT EMPLOYEES)	
INSURANCE COMPANY,)	
GEICO CASUALTY COMPANY,)	TRIAL-BY JURY DEMANDED
GEICO GENERAL INSURANCE)	
COMPANY, and GEICO INDEMNITY)	
COMPANY,)	CLASS ACTION
)	
Defendants.)	

**PLAINTIFFS' OPPOSITION IN RESPONSE TO
DEFENDANTS' MOTION FOR PROTECTIVE ORDER**

**YOU ARE IN POSSESSION OF A DOCUMENT FILED
IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE
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CROSS & SIMON, LLC
 Richard H. Cross, Jr. (No. 3576)
 Christopher P. Simon (No. 3697)
 Kevin S. Mann (No. 4576)
 913 North Market Street, 11th Floor
 P.O. Box 1380
 Wilmington, Delaware 19899-1380
 (302) 777-4200

Attorneys for Plaintiffs

**IN THE UNITED STATES DISTRICT COURT
FOR THE STATE OF DELAWARE**

KERRY JOHNSON and))	
SHARON ANDERSON,))	
on behalf of themselves and all))	
others similarly situated,))	
)	
Plaintiffs,))	C.A. No. 1:06-cv408 (JJF)
v.))	
)	
GOVERNMENT EMPLOYEES))	
INSURANCE COMPANY,))	
GEICO CASUALTY COMPANY,))	TRIAL-BY JURY DEMANDED
GEICO GENERAL INSURANCE))	
COMPANY, and GEICO INDEMNITY))	
COMPANY,))	CLASS ACTION
)	
Defendants.))	

**YOU ARE IN POSSESSION OF A DOCUMENT FILED
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CROSS & SIMON, LLC
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Wilmington, Delaware 19899-1380
(302) 777-4200

Attorneys for Plaintiffs

**IN THE UNITED STATES DISTRICT COURT
FOR THE STATE OF DELAWARE**

KERRY JOHNSON and)	
SHARON ANDERSON,)	
on behalf of themselves and all)	
others similarly situated,)	
)	
Plaintiffs,)	C.A. No. 1:06-cv408 (JJF)
v.)	
)	
GOVERNMENT EMPLOYEES)	
INSURANCE COMPANY,)	
GEICO CASUALTY COMPANY,)	TRIAL-BY JURY DEMANDED
GEICO GENERAL INSURANCE)	
COMPANY, and GEICO INDEMNITY)	
COMPANY,)	CLASS ACTION
)	
Defendants.)	

**PLAINTIFFS' OPPOSITION IN RESPONSE TO
DEFENDANTS' MOTION FOR PROTECTIVE ORDER**

Plaintiffs Kerry Johnson and Sharon Anderson (collectively, "Plaintiffs"), by and through undersigned counsel, hereby respond to Defendants' Motion for Protective Order (the "Motion"), and in support thereof, respectfully state as follows:

1. Defendants request that this Court enter a protective order in accordance with Fed. R. Civ. P. 26(c). A party seeking a protective order over discovery materials must demonstrate that "good cause" exists for the protection of that material. *Glenmede Trust Co. et al., v. Thompson, et al.*, 56 F.3d 476, 483 (3d Cir. 1995). "'Good cause' is established when it is specifically demonstrated that disclosure will cause a clearly defined and serious injury." *Id.* "Broad allegations of harm, unsubstantiated by specific examples, however, will not suffice." *Id.*

2. In their Motion, Defendants object generally to certain areas of inquiry by Plaintiffs, without offering specific reasons why Defendants will be harmed by the discovery sought. First, Defendants object to Plaintiffs seeking information about how Defendants'

Delaware PIP coverage in Defendants' Delaware insurance policies are written, and who has knowledge of how those policies are written. Defendants allege that there are no issues in this lawsuit with respect to policy language. (Motion p. 2.) Plaintiffs have alleged that Defendants engage in fraud and misrepresentation. Defendants' representations to their insureds are an integral part of this case. Defendants' policies expressly state that Defendants will pay "reasonable expenses for necessary medical, hospital, dental, surgical, x-ray, ambulance and professional nursing services, prosthetic devices, and treatment by recognized religious healers." See, e.g., Exhibit A hereto. To the extent Defendants have not disclosed in their policies Defendants' actual practices, evidence of how Defendants' policies are written, and who has knowledge of representations made, or intentionally omitted, is discoverable.

3. Plaintiffs seek information related to the payments or reimbursements by Defendants of PIP claims submitted by Defendants' Delaware insureds. Plaintiffs have articulated their need for this information in their Motion to Compel filed on February 25, 2008, which Plaintiffs incorporate herein. This information goes to the heart of Plaintiffs' averments that Defendants' misconduct affects numerous of their Delaware insureds, and that this case should be certified as a class action. As demonstrated by specific facts set forth in Defendants' Notice of Removal, Defendants can provide detailed information about claims when they so desire.¹

4. Defendants object to providing information on the number of their Delaware insureds, from June 26, 2001 to the present. Issues relating to the number of Defendants'

¹ In its Notice of Removal, GEICO states, "to put the 'amount in controversy' in perspective, during the past five years alone, the three Defendants combined have paid PIP medical expenses totaling \$19,762,596 to a total of 4,279 Delaware claimants." They further make an estimate theorizing that the amount of *compensatory* damages in this case (without any interest or penalties) could be \$7,357,752. (Notice of Removal p. 6.)

Delaware insureds is relevant on the issues of class certification, including numerosity, and Plaintiffs allege that Defendants apply their illicit practices to all their Delaware insureds. With respect to use of June 26, 2001 as a start date, as a factual basis for their Notice of Removal, Defendants relied on statistics dating back to 2001 to illustrate the “amount in controversy,” making this time period relevant to this litigation. (*See* Notice of Removal at 6.) Further, under Delaware law, an insured has two years from the date of a collision to submit claims under PIP. The statute of limitations for actions under contract is three years. In theory, an insured could have been injured in an automobile collision in June 2001, and submitted a medical bill for payment in June 2003, which could have been denied by Defendants, triggering a three-year statute of limitations. Finally, Plaintiffs have alleged that Defendants have (i) delayed reimbursement of PIP claims, and (ii) have concealed their illicit practices from their Delaware insureds, and that as a result, the applicable statute of limitations should be tolled. Plaintiffs believe the June 2001 cut-off is reasonable under the circumstances.

5. Plaintiffs seek information related to the timing of Defendants’ payments to their Delaware insureds. Defendants object, asserting that producing this information is unduly burdensome, and that this information would be meaningless because there are “scores” of reasons why a bill is not paid within 30 days after Defendants receive it. The applicable statute is clear. Section 2118B of title 21 of the Delaware Code provides:

When an insurer receives a written request for payment of a claim for benefits pursuant to § 2118(a)(2) of this title, the insurer shall promptly process the claim and shall, no later than 30 days following the insurer's receipt of said written request for first-party insurance benefits and documentation that the treatment or expense is compensable pursuant to § 2118(a) of this title, make payment of the amount of claimed benefits that are due to the claimant or, if said claim is wholly or partly denied, provide the claimant with a written explanation of the reasons for such denial.

21 Del. C. § 2118B(c). See *Spine Care Delaware, LLC v. State Farm Mutual Automobile Ins. Co.*, 2007 WL 495899 (Del. Super. 2007) (Exhibit B hereto). This statute further provides express statutory penalties if payments are not made on time. In *Spine Care of Delaware, LLC*, the Court held that an insurer cannot raise a defense it did not assert within the statutory 30-day period set forth in § 2118B(c). *Spine Care Delaware, LLC*, 2007 WL 495899 at *2. The Court found that insurers could only rely on defenses they actually asserted in a timely manner. *Id.* To the extent Defendants gave timely reasons why they did not pay bills within the 30-day statutory period, Defendants should have the burden to produce that information, or should be deemed to have waived any of the unnamed “scores” of reasons they are asserting might exist. *See id.* (“The statute yields little protection to policyholders if the carrier can ignore the request or offer one reason for denial only to change it when confronted with a lawsuit. Placing the burdens of accuracy and timeliness on the carrier is not unreasonable since it is the carrier who is the professional expert on insurance issues.”)

6. For the reasons set forth herein, and in Plaintiffs’ Motion to Compel [D.I. Nos. 48 and 49], Plaintiffs respectfully request that this Court deny Defendants’ Motion for Protective Order together with such other relief as the Court deems just.

Dated: April 4, 2008
Wilmington, Delaware

CROSS & SIMON, LLC

By:



Richard H. Cross, Jr. (No. 3576)
Christopher P. Simon (No. 3697)
Kevin S. Mann (No. 4576)
913 North Market Street, 11th Floor
P.O. Box 1380
Wilmington, Delaware 19899-1380
(302) 777-4200
Attorneys for Plaintiffs

Exhibit A

AFFIDAVIT

STATE OF VIRGINIA

STAFFORD COUNTY

I, Terence A. Mannion, Assistant Vice President of GEICO Indemnity Insurance Company, a corporation organized and existing under the laws of Maryland, do hereby certify that the attached declarations pages reflect the contents of the declarations pages, and that the attached copy of the amendments and policy contracts are identical to the amendments and policy contracts for policy number 410020000 for the date of 12/25/03 to 12/25/06 issued to Kerry W. Johnson and Leslie Evans-Johnson of 1007 Mistover Ln., Newark, DE 19713-3346.

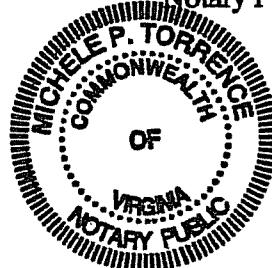
I am authorized by GEICO Indemnity Insurance Company to make this affidavit on its behalf and the facts stated hereon as true and correct to the best of my knowledge and belief.

Terence A. Mannion
Terence A. Mannion
Assistant Vice President

SUBSCRIBED AND SWORN TO BEFORE ME THIS 16th
DAY OF June, 2006.

Michele P. Torrence
Michele P. Torrence
Notary Public

My Commission Expires 3/31/08



M-11-85

GEICO

GEICO INDEMNITY INSURANCE COMPANY
ONE GEICO PLAZA, WASHINGTON, DC 20076-0001
TELEPHONE: 1-800-841-7475 FAX: 1-540-286-4019

FAMILY AUTOMOBILE POLICY ENDORSEMENT DECLARATIONS
THIS IS A DESCRIPTION OF YOUR COVERAGE
PLEASE KEEP FOR YOUR RECORDS
PAGE 1

POLICY PERIOD FROM 12/25/03 TO 06/25/04 12:01 A.M. LOCAL TIME AT THE ADDRESS OF THE NAMED INSURED.

THE INSURED VEHICLE(S) WILL BE REGULARLY GARAGED IN THE TOWN AND STATE SHOWN IN ITEM 1, EXCEPT AS NOTED IN THE VEHICLE SEGMENT.

POLICY NUMBER: ~~0000000000~~

DATE ISSUED: 12/30/03
ENDORSEMENT EFFECTIVE:

CONTRACT TYPE: A30DE
12/25/03

Item 1: Named Insured and Address
KERRY W JOHNSON AND LESLIE
EVANS-JOHNSON
1007 MISTOVER LN
NEWARK DE 19713-3346

CONTRACT AMENDMENTS: ALL VEHICLES - CRA200

UNIT ENDORSEMENTS: CRA313A (VEH 1,2), CRA431DE (VEH 2)

***** IMPORTANT MESSAGES *****

THE GEICO PROPERTY AGENCY CAN ARRANGE FOR YOUR HOMEOWNER'S, RENTER'S AND CONDOMINIUM OWNER'S INSURANCE NEEDS. JUST CALL TOLL-FREE AT 1-888-306-9500. REFINANCING? LET US PROVIDE THE NEW HOMEOWNER'S POLICY YOU NEED.

WE WELCOME YOU TO OUR GEICO FAMILY AND LOOK FORWARD TO SERVING YOUR AUTOMOBILE INSURANCE NEEDS.

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U-31-DP (I)

OVER

GEICO000540

GEICO INDEMNITY COMPANY

POLICY NUMBER: **[REDACTED]**

VEHICLE

1 93 TOYOTA **[REDACTED]**
2 04 GMC **[REDACTED]**

DATE ISSUED: 12/30/03

RATED LOCATION

NEWARK DE 19713

NEWARK DE 19713

PAGE 2

CLASS

0 N 4-MFP L

0 M 4-MMP L

COVERAGES	LIMITS OR DEDUCTIBLES	VEH 1	PREMIUMS VEH 2 VEH
Coverage applies where a premium or 0.00 is shown for the vehicle			
BODILY INJURY LIABILITY EACH PERSON/ EACH OCCURRENCE	\$100,000/\$300,000	[REDACTED]	[REDACTED]
PROPERTY DAMAGE LIABILITY	\$50,000	[REDACTED]	[REDACTED]
PERSONAL INJURY PROTECTION INSURED AND RESIDENT RELATIVES	NONAPPLIED	[REDACTED]	[REDACTED]
UNINSURED MOTORIST BODILY INJURY EACH PERSON/EACH OCCURRENCE	\$100,000/\$300,000	[REDACTED]	[REDACTED]
PROPERTY DAMAGE - LESS \$250 DEDUCTIBLE	[REDACTED]	[REDACTED]	[REDACTED]
COMPREHENSIVE	NONAPPLIED		[REDACTED]
COLLISION	[REDACTED]		[REDACTED]
RENTAL REIMBURSEMENT	\$20 PER DAY \$600 MAX		[REDACTED]
SIX MONTH PREMIUM PER VEHICLE \$ [REDACTED] \$ [REDACTED] \$ [REDACTED]			

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

YOUR PREMIUMS ARE BASED ON THE FOLLOWING DISCOUNTS AND/OR SURCHARGES:

DISCOUNTS MULTI-CAR (VEH 1,2), ANTI-LOCK BRAKES (VEH 2)

SURCHARGES

LIENHOLDER VEHICLE

LIENHOLDER VEHICLE

LIENHOLDER VEHICLE

GEICO

GEICO INDEMNITY INSURANCE COMPANY
ONE GEICO PLAZA, WASHINGTON, DC 20076-0001
TELEPHONE: 1-800-841-7475 FAX: 1-540-286-4019

FAMILY AUTOMOBILE POLICY ENDORSEMENT DECLARATIONS
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PLEASE KEEP FOR YOUR RECORDS
PAGE 1

POLICY PERIOD FROM 12/25/03 TO 06/25/04 12:01 A.M. LOCAL TIME AT THE ADDRESS OF THE NAMED INSURED.

THE INSURED VEHICLE(S) WILL BE REGULARLY GARAGED IN THE TOWN AND STATE SHOWN IN ITEM 1, EXCEPT AS NOTED IN THE VEHICLE SEGMENT.

POLICY NUMBER: 4004245000

DATE ISSUED: 01/30/04
ENDORSEMENT EFFECTIVE:

CONTRACT TYPE: A30DE
01/31/04

Item 1: Named Insured and Address
KERRY W JOHNSON AND LESLIE
EVANS-JOHNSON
1007 MISTOVER LN
NEWARK DE 19713-3346

CONTRACT AMENDMENTS: ALL VEHICLES - CRA200

UNIT ENDORSEMENTS: CRA313A (VEH 1,2), CRA431DE (VEH 2)

***** IMPORTANT MESSAGES *****

THE GEICO PROPERTY AGENCY CAN ARRANGE FOR YOUR HOMEOWNER'S, RENTER'S AND CONDOMINIUM OWNER'S INSURANCE NEEDS. JUST CALL TOLL-FREE AT 1-888-306-9500. REFINANCING? LET US PROVIDE THE NEW HOMEOWNER'S POLICY YOU NEED.

PLEASE SIGN AND RETURN THE ENCLOSED OPTION FORM WITHIN 14 DAYS TO AVOID CANCELLATION OF YOUR POLICY.

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OVER

GEICO000542

GEICO INDEMNITY COMPANY

POLICY NUMBER: 400-10000000

DATE ISSUED: 01/30/04

PAGE 2

VEHICLE

1 93 TOYOTA 
2 04 GMC

RATED LOCATION

NEWARK DE 19713

CLASS

0 N 4-MFP L
0 M 4-MMP L

COVERAGES	LIMITS OR DEDUCTIBLES	VEH 1	PREMIUMS VEH 2 VEH
Coverage applies where a premium or 0.00 is shown for the vehicle			
BODILY INJURY LIABILITY EACH PERSON/ EACH OCCURRENCE	\$100,000/\$300,000	0.00	0.00
PROPERTY DAMAGE LIABILITY	\$50,000	0.00	0.00
PERSONAL INJURY PROTECTION INSURED AND RESIDENT RELATIVES	0.00/0.00/0.00	0.00	0.00
UNINSURED MOTORIST BODILY INJURY EACH PERSON/EACH OCCURRENCE	\$100,000/\$300,000	0.00	0.00
PROPERTY DAMAGE - LESS \$250 DEDUCTIBLE	0.00/0.00	0.00	0.00
COMPREHENSIVE	0.00/0.00/0.00		0.00
COLLISION	0.00/0.00/0.00		326.60
RENTAL REIMBURSEMENT	\$20 PER DAY/ \$500 MAX		0.00

Installments may be subject to an additional fee for each installment. The fee amount

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. This fee amount will be shown on your billing statements and is subject to change.

YOUR PREMIUMS ARE BASED ON THE FOLLOWING DISCOUNTS AND/OR SURCHARGES:

DISCOUNTS MULTI-CAR (VEH 1,2), ANTI-LOCK BRAKES (VEH 2)

SURCHARGES

Lienholder Vehicle

LIENHOLDER VEHICLE

LIENHOLDER VEHICLE

GEICO

GEICO INDEMNITY INSURANCE COMPANY
ONE GEICO PLAZA, WASHINGTON, DC 20076-0001
TELEPHONE: 1-800-841-7475 FAX: 1-540-286-4019

FAMILY AUTOMOBILE POLICY RENEWAL DECLARATIONS

THIS IS A DESCRIPTION OF YOUR COVERAGE
PLEASE KEEP FOR YOUR RECORDS
PAGE 1

POLICY PERIOD FROM 06/25/04 TO 12/25/04 12:01 A.M. LOCAL TIME AT THE ADDRESS OF THE NAMED
INSURED.

THE INSURED VEHICLE(S) WILL BE REGULARLY GARAGED IN THE TOWN AND STATE SHOWN IN ITEM 1, EXCEPT
AS NOTED IN THE VEHICLE SEGMENT.

POLICY NUMBER: 4M0244P5040

DATE ISSUED: 05/09/04

CONTRACT TYPE: A30DE

Item 1: Named Insured and Address

KERRY W JOHNSON AND LESLIE
EVANS-JOHNSON
1007 MISTOVER LN
NEWARK DE 19713-3346

CONTRACT AMENDMENTS: ALL VEHICLES - CRA200

UNIT ENDORSEMENTS: CRA313A (VEH 1,2), CRA431DE (VEH 2)

***** IMPORTANT MESSAGES *****

THE GEICO PROPERTY AGENCY CAN ARRANGE FOR YOUR HOMEOWNER'S, RENTER'S AND CON-
DOMINIUM OWNER'S INSURANCE NEEDS. JUST CALL TOLL-FREE AT 1-888-306-9500. REFINANCING?
LET US PROVIDE THE NEW HOMEOWNER'S POLICY YOU NEED.

ACTIVE DUTY, GUARD, RESERVE OR RETIRED MILITARY CALL 1-800-MILITARY TO SEE IF YOU
QUALIFY FOR THE MILITARY DISCOUNT.

INSURED COPY

U-31-DP (1)

OVER

GEICO000544

GEICO INDEMNITY COMPANY

POLICY NUMBER: **4000-11-11111**
 VEHICLE
1 93 TOYOTA CAMRY 30999789
2 04 GMC **2004 GMC YUKON 307540**

DATE ISSUED: 05/09/04
 RATED LOCATION
 NEWARK DE 19713
 NEWARK DE 19713

PAGE 2
 CLASS
 0 N 4-MFP L
 0 M 4-MMP L

COVERAGES	LIMITS OR DEDUCTIBLES	VEH 1	PREMIUMS VEH 2 VEH
Coverage applies where a premium or 0.00 is shown for the vehicle			
BODILY INJURY LIABILITY EACH PERSON/ EACH OCCURRENCE	\$100,000.00/ \$100,000.00	\$100.00	\$216.00
PROPERTY DAMAGE LIABILITY	\$100.00	\$10.00	\$2.00
PERSONAL INJURY PROTECTION INSURED AND RESIDENT RELATIVES	\$10,000.00	\$10.00	\$2.00
UNINSURED MOTORIST BODILY INJURY EACH PERSON/EACH OCCURRENCE	\$100,000.00/ \$100,000.00	\$10.00	\$2.00
PROPERTY DAMAGE – LESS \$250 DEDUCTIBLE	\$100.00	\$10.00	\$2.00
COMPREHENSIVE	\$100,000.00		\$106.00
COLLISION	\$100,000.00		\$14.00
RENTAL REIMBURSEMENT	\$200 PER DAY/ \$2000 MAX		\$10.00
SIX MONTH PREMIUM PER VEHICLE		\$ 626.00	\$ 216.00
\$			

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

YOUR PREMIUMS ARE BASED ON THE FOLLOWING DISCOUNTS AND/OR SURCHARGES:
 DISCOUNTS MULTI-CAR (VEH 1,2), ANTI-LOCK BRAKES (VEH 2)

SURCHARGES

LIENHOLDER VEHICLE

LIENHOLDER VEHICLE

LIENHOLDER VEHICLE

GEICO

GEICO INDEMNITY INSURANCE COMPANY
ONE GEICO PLAZA, WASHINGTON, DC 20076-0001
TELEPHONE: 1-800-841-7475 FAX: 1-540-286-4019

POLICY PERIOD FROM 12/25/04 TO 06/25/05 12:01 A.M. LOCAL TIME AT THE ADDRESS OF THE NAMED INSURED.

THE INSURED VEHICLE(S) WILL BE REGULARLY GARAGED IN THE TOWN AND STATE SHOWN IN ITEM 1, EXCEPT AS NOTED IN THE VEHICLE SEGMENT.

POLICY NUMBER: 4009445800

DATE ISSUED: 11/08/04

CONTRACT TYPE: A30DE

Item 1: Named Insured and Address
KERRY W JOHNSON AND LESLIE
EVANS-JOHNSON
1007 MISTOVER LN
NEWARK DE 19713-3346

CONTRACT AMENDMENTS: ALL VEHICLES - CRA200

UNIT ENDORSEMENTS: CRA313A (VEH 1,2), CRA431DE (VEH 2)

***** IMPORTANT MESSAGES *****

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ACTIVE DUTY, GUARD, RESERVE OR RETIRED MILITARY CALL 1-800-MILITARY TO SEE IF YOU QUALIFY FOR THE MILITARY DISCOUNT.

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OVER

GEICO000546

POLICY NUMBER: 40097719790

DATE ISSUED: 11/08/04

PAGE 2

VEHICLE

1 93 TOYOTA

RATED LOCATION

CLASS

2 04 GMC

NEWARK DE 19713

0 N 4-MFP L

NEWARK DE 19713

0 M 4-MMP L

COVERAGES	LIMITS OR DEDUCTIBLES	VEH 1	PREMIUMS VEH 2 VEH
<i>Coverage applies where a premium or 0.00 is shown for the vehicle</i>			
BODILY INJURY LIABILITY EACH PERSON/ EACH OCCURRENCE	[REDACTED]	[REDACTED]	[REDACTED]
PROPERTY DAMAGE LIABILITY	[REDACTED]	[REDACTED]	[REDACTED]
PERSONAL INJURY PROTECTION INSURED AND RESIDENT RELATIVES	[REDACTED]	[REDACTED]	[REDACTED]
UNINSURED MOTORIST BODILY INJURY EACH PERSON/EACH OCCURRENCE	[REDACTED]	[REDACTED]	[REDACTED]
PROPERTY DAMAGE - LESS \$250 DEDUCTIBLE	[REDACTED]	[REDACTED]	[REDACTED]
COMPREHENSIVE	[REDACTED]	[REDACTED]	[REDACTED]
COLLISION	[REDACTED]	[REDACTED]	[REDACTED]
RENTAL REIMBURSEMENT	[REDACTED]	[REDACTED]	[REDACTED]

SIX MONTH PREMIUM PER VEHICLE

\$ [REDACTED] \$ [REDACTED] \$ [REDACTED]

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

YOUR PREMIUMS ARE BASED ON THE FOLLOWING DISCOUNTS AND/OR SURCHARGES:

DISCOUNTS MULTI-CAR (VEH 1,2), ANTI-LOCK BRAKES (VEH 2)

SURCHARGES

LIENHOLDER VEHICLE

LIENHOLDER VEHICLE

LIENHOLDER VEHICLE

GEICO

GEICO INDEMNITY INSURANCE COMPANY
ONE GEICO PLAZA, WASHINGTON, DC 20076-0001
TELEPHONE: 1-800-841-7475 FAX: 1-540-286-4019

POLICY PERIOD FROM 12/25/04 TO 06/25/05 12:01 A.M. LOCAL TIME AT THE ADDRESS OF THE NAMED INSURED.

THE INSURED VEHICLE(S) WILL BE REGULARLY GARAGED IN THE TOWN AND STATE SHOWN IN ITEM 1, EXCEPT AS NOTED IN THE VEHICLE SEGMENT.

POLICY NUMBER: ~~XXXXXXXXXX~~

DATE ISSUED: 01/24/05
ENDORSEMENT EFFECTIVE:

CONTRACT TYPE: A30DE
01/25/05

Item 1: Named Insured and Address
KERRY W JOHNSON AND LESLIE
EVANS-JOHNSON
1007 MISTOVER LN
NEWARK DE 19713-3346

CONTRACT AMENDMENTS: ALL VEHICLES - CRA200

UNIT ENDORSEMENTS: CRA313A (VEH 1,2), CRA431DE (VEH 2)

***** IMPORTANT MESSAGES *****

THE GEICO PROPERTY AGENCY CAN ARRANGE FOR YOUR HOMEOWNER'S, RENTER'S AND CONDOMINIUM OWNER'S INSURANCE NEEDS. JUST CALL TOLL-FREE AT 1-888-306-9500. REFINANCING? LET US PROVIDE THE NEW HOMEOWNER'S POLICY YOU NEED.

KERRY W JOHNSON WAS ADDED AS AN OPERATOR ON YOUR POLICY.

INSURED COPY

U-31-DP (I)

OVER

GEICO000548

POLICY NUMBER: [REDACTED]

DATE ISSUED: 01/24/05

PAGE 2

VEHICLE

1 93 TOYOTA

RATED LOCATION

CLASS

2 04 GMC

NEWARK DE 19713

1 N 17SM L

NEWARK DE 19713

0 M 4-MMP L

COVERAGES	LIMITS OR DEDUCTIBLES	VEH 1	PREMIUMS VEH 2 VEH
Coverage applies where a premium or 0.00 is shown for the vehicle			
BODILY INJURY LIABILITY EACH PERSON/ EACH OCCURRENCE	\$100,000/200,000	[REDACTED]	[REDACTED]
PROPERTY DAMAGE LIABILITY	[REDACTED]	[REDACTED]	[REDACTED]
PERSONAL INJURY PROTECTION INSURED AND RESIDENT RELATIVES	[REDACTED]	[REDACTED]	[REDACTED]
UNINSURED MOTORIST BODILY INJURY EACH PERSON/EACH OCCURRENCE	[REDACTED]	[REDACTED]	[REDACTED]
PROPERTY DAMAGE - LESS \$250 DEDUCTIBLE	[REDACTED]	[REDACTED]	[REDACTED]
COMPREHENSIVE	[REDACTED]		[REDACTED]
COLLISION	[REDACTED]		[REDACTED]
RENTAL REIMBURSEMENT	[REDACTED]		[REDACTED]
SIX MONTH PREMIUM PER VEHICLE		\$ [REDACTED]	\$ [REDACTED] \$ [REDACTED]

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

YOUR PREMIUMS ARE BASED ON THE FOLLOWING DISCOUNTS AND/OR SURCHARGES:
 DISCOUNTS MULTI-CAR (VEH 1,2), ANTI-LOCK BRAKES (VEH 2)

SURCHARGES

LIENHOLDER VEHICLE

LIENHOLDER VEHICLE

LIENHOLDER VEHICLE

GEICO

GEICO INDEMNITY INSURANCE COMPANY
 ONE GEICO PLAZA, WASHINGTON, DC 20076-0001
 TELEPHONE: 1-800-841-7475 FAX: 1-540-286-4019

FAMILY AUTOMOBILE POLICY ENDORSEMENT DECLARATIONS

THIS IS A DESCRIPTION OF YOUR COVERAGE
 PLEASE KEEP FOR YOUR RECORDS
 PAGE 1

POLICY PERIOD FROM 12/25/04 TO 06/25/05 12:01 A.M. LOCAL TIME AT THE ADDRESS OF THE NAMED INSURED.

THE INSURED VEHICLE(S) WILL BE REGULARLY GARAGED IN THE TOWN AND STATE SHOWN IN ITEM 1, EXCEPT AS NOTED IN THE VEHICLE SEGMENT.

POLICY NUMBER: ~~XXXXXXXXXX~~**DATE ISSUED:** 01/26/05
ENDORSEMENT EFFECTIVE:**CONTRACT TYPE:** A30DE
01/25/05

Item 1: Named Insured and Address
 KERRY W JOHNSON AND LESLIE
 EVANS-JOHNSON
 1007 MISTOVER LN
 NEWARK DE 19713-3346

CONTRACT AMENDMENTS: ALL VEHICLES - CRA200**UNIT ENDORSEMENTS:** CRA313A (VEH 1,2), CRA431DE (VEH 2)******* IMPORTANT MESSAGES *******

THE GEICO PROPERTY AGENCY CAN ARRANGE FOR YOUR HOMEOWNER'S, RENTER'S AND CONDOMINIUM OWNER'S INSURANCE NEEDS. JUST CALL TOLL-FREE AT 1-888-306-9500. REFINANCING? LET US PROVIDE THE NEW HOMEOWNER'S POLICY YOU NEED.

YOUR POLICY HAS BEEN ADJUSTED TO REFLECT THAT THERE IS AN OPERATOR WITH A LEARNER'S PERMIT. PLEASE CALL US AT 1-800-841-3000 WHEN HE/SHE OBTAINS A DRIVER'S LICENSE.

YOUR POLICY HAS BEEN ADJUSTED PER YOUR RECENT REQUEST.

INSURED COPY

U-31-DP (1)

OVER

GEICO000550

POLICY NUMBER: [REDACTED]
VEHICLE
 1 93 TOYOTA [REDACTED]
 2 04 GMC [REDACTED]

DATE ISSUED: 01/26/05

RATED LOCATION
 NEWARK DE 19713
 NEWARK DE 19713

PAGE 2
CLASS
 0 N 4-MFP L
 0 M 4-MMP L

COVERAGES	LIMITS OR DEDUCTIBLES	VEH 1	PREMIUMS VEH 2 VEH
<i>Coverage applies where a premium or 0.00 is shown for the vehicle</i>			
BODILY INJURY LIABILITY EACH PERSON/ EACH OCCURRENCE	[REDACTED]	[REDACTED]	[REDACTED]
PROPERTY DAMAGE LIABILITY	[REDACTED]	[REDACTED]	[REDACTED]
PERSONAL INJURY PROTECTION INSURED AND RESIDENT RELATIVES	[REDACTED]	[REDACTED]	[REDACTED]
UNINSURED MOTORIST BODILY INJURY EACH PERSON/EACH OCCURRENCE	[REDACTED]	[REDACTED]	[REDACTED]
PROPERTY DAMAGE - LESS \$250 DEDUCTIBLE	[REDACTED]	[REDACTED]	[REDACTED]
COMPREHENSIVE	[REDACTED]	[REDACTED]	[REDACTED]
COLLISION	[REDACTED]	[REDACTED]	[REDACTED]
RENTAL REIMBURSEMENT	[REDACTED]	[REDACTED]	[REDACTED]
SIX MONTH PREMIUM PER VEHICLE			
\$ [REDACTED] \$ [REDACTED] \$ [REDACTED]			

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

YOUR PREMIUMS ARE BASED ON THE FOLLOWING DISCOUNTS AND/OR SURCHARGES:
 DISCOUNTS MULTI-CAR (VEH 1,2), ANTI-LOCK BRAKES (VEH 2)

SURCHARGES

LIENHOLDER VEHICLE

LIENHOLDER VEHICLE

LIENHOLDER VEHICLE

GEICO

GEICO INDEMNITY INSURANCE COMPANY
ONE GEICO PLAZA, WASHINGTON, DC 20076-0001
TELEPHONE: 1-800-841-7475 FAX: 1-540-286-4019

POLICY PERIOD FROM 06/25/05 TO 12/25/05 12:01 A.M. LOCAL TIME AT THE ADDRESS OF THE NAMED INSURED.

THE INSURED VEHICLE(S) WILL BE REGULARLY GARAGED IN THE TOWN AND STATE SHOWN IN ITEM 1, EXCEPT AS NOTED IN THE VEHICLE SEGMENT.

POLICY NUMBER: ~~00000000000000000000~~

DATE ISSUED: 05/09/05

CONTRACT TYPE: A30DE

Item 1: Named Insured and Address

KERRY W JOHNSON AND LESLIE
EVANS-JOHNSON
1007 MISTOVER LN
NEWARK DE 19713-3346

CONTRACT AMENDMENTS: ALL VEHICLES - CRA200

UNIT ENDORSEMENTS: CRA313A (VEH 1,2), CRA431DE (VEH 2)

***** IMPORTANT MESSAGES *****

THE GEICO PROPERTY AGENCY CAN ARRANGE FOR YOUR HOMEOWNER'S, RENTER'S AND CONDOMINIUM OWNER'S INSURANCE NEEDS. JUST CALL TOLL-FREE AT 1-888-306-9500. REFINANCING? LET US PROVIDE THE NEW HOMEOWNER'S POLICY YOU NEED.

ACTIVE DUTY, GUARD, RESERVE OR RETIRED MILITARY CALL 1-800-MILITARY TO SEE IF YOU QUALIFY FOR THE MILITARY DISCOUNT.

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U-31-DP (1)

OVER

GEICO000552

GEICO INDEMNITY COMPANY

POLICY NUMBER: 4000-111111111111

DATE ISSUED: 05/09/05

PAGE 2

VEHICLE

RATED LOCATION

CLASS

1 93 TOYOTA

NEWARK DE 19713

0 N 4-MFP L

2 04 GMC

NEWARK DE 19713

0 M 4-MMP L

COVERAGES	LIMITS OR DEDUCTIBLES	VEH 1	PREMIUMS VEH 2 VEH
Coverage applies where a premium or 0.00 is shown for the vehicle			
BODILY INJURY LIABILITY EACH PERSON/EACH OCCURRENCE	\$100000/PERSON/OCURRENCE	\$100000	\$100000
PROPERTY DAMAGE LIABILITY	\$5000	\$5000	\$5000
PERSONAL INJURY PROTECTION INSURED AND RESIDENT RELATIVES	\$100000/PERSON/OCURRENCE	\$100000	\$100000
UNINSURED MOTORIST BODILY INJURY EACH PERSON/EACH OCCURRENCE	\$100000/PERSON/OCURRENCE	\$100000	\$100000
PROPERTY DAMAGE - LESS \$250 DEDUCTIBLE	\$25000	\$25000	\$25000
COMPREHENSIVE	\$100000	\$100000	\$100000
COLLISION	\$100000	\$100000	\$100000
RENTAL REIMBURSEMENT	\$250/24 HRS/VEHICULAR	\$250	\$250
SIX MONTH PREMIUM PER VEHICLE		\$100000	\$100000

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

YOUR PREMIUMS ARE BASED ON THE FOLLOWING DISCOUNTS AND/OR SURCHARGES:
 DISCOUNTS MULTI-CAR (VEH 1,2), ANTI-LOCK BRAKES (VEH 2)

SURCHARGES

LIENHOLDER VEHICLE

LIENHOLDER VEHICLE

LIENHOLDER VEHICLE

GEICO

GEICO INDEMNITY INSURANCE COMPANY
ONE GEICO PLAZA, WASHINGTON, DC 20076-0001
TELEPHONE: 1-800-841-7475 FAX: 1-540-286-4019

FAMILY AUTOMOBILE POLICY ENDORSEMENT DECLARATIONS

THIS IS A DESCRIPTION OF YOUR COVERAGE
PLEASE KEEP FOR YOUR RECORDS
PAGE 1

POLICY PERIOD FROM 06/25/05 TO 12/25/05 12:01 A.M. LOCAL TIME AT THE ADDRESS OF THE NAMED INSURED.

THE INSURED VEHICLE(S) WILL BE REGULARLY GARAGED IN THE TOWN AND STATE SHOWN IN ITEM 1, EXCEPT AS NOTED IN THE VEHICLE SEGMENT.

POLICY NUMBER: ~~00000000000000000000~~

DATE ISSUED: 06/17/05
ENDORSEMENT EFFECTIVE:

CONTRACT TYPE: A30DE
06/25/05

Item 1: Named Insured and Address
KERRY W JOHNSON AND LESLIE
EVANS-JOHNSON
1007 MISTOVER LN
NEWARK DE 19713-3346

CONTRACT AMENDMENTS: ALL VEHICLES - CRA200

UNIT ENDORSEMENTS: CRA313A (VEH 1,2), CRA431DE (VEH 2)

***** IMPORTANT MESSAGES *****

THE GEICO PROPERTY AGENCY CAN ARRANGE FOR YOUR HOMEOWNER'S, RENTER'S AND CONDOMINIUM OWNER'S INSURANCE NEEDS. JUST CALL TOLL-FREE AT 1-888-306-9500. REFINANCING? LET US PROVIDE THE NEW HOMEOWNER'S POLICY YOU NEED.

A CREDIT OR DISCOUNT HAS BEEN APPLIED TO THIS POLICY: GOOD STUDENT.

INSURED COPY

U-31-DP (I)

OVER

GEICO000554

POLICY NUMBER: [REDACTED]
VEHICLE
 1 93 TOYOTA [REDACTED]
 2 04 GMC [REDACTED]

DATE ISSUED: 06/17/05

RATED LOCATION
 NEWARK DE 19713
 NEWARK DE 19713

PAGE 2
CLASS
 1 N 17SM L
 0 M 4-MMP L

COVERAGES	LIMITS OR DEDUCTIBLES	VEH 1	PREMIUMS VEH 2 VEH
Coverage applies where a premium or 0.00 is shown for the vehicle			
BODILY INJURY LIABILITY			
EACH PERSON/ EACH OCCURRENCE	[REDACTED]	[REDACTED]	[REDACTED]
PROPERTY DAMAGE LIABILITY	[REDACTED]	[REDACTED]	[REDACTED]
PERSONAL INJURY PROTECTION	[REDACTED]	[REDACTED]	[REDACTED]
INSURED AND RESIDENT RELATIVES			
UNINSURED MOTORIST BODILY INJURY			
EACH PERSON/EACH OCCURRENCE	[REDACTED]	[REDACTED]	[REDACTED]
PROPERTY DAMAGE - LESS \$250 DEDUCTIBLE	[REDACTED]	[REDACTED]	[REDACTED]
COMPREHENSIVE	[REDACTED]		[REDACTED]
COLLISION	[REDACTED]		[REDACTED]
RENTAL REIMBURSEMENT	[REDACTED]		[REDACTED]
SIX MONTH PREMIUM PER VEHICLE		\$ [REDACTED]	\$ [REDACTED] \$ [REDACTED]

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

YOUR PREMIUMS ARE BASED ON THE FOLLOWING DISCOUNTS AND/OR SURCHARGES:
 DISCOUNTS MULTI-CAR (VEH 1,2), GOOD STUDENT (VEH 1), ANTI-LOCK BRAKES (VEH 2)

SURCHARGES

LIENHOLDER VEHICLE

LIENHOLDER VEHICLE

LIENHOLDER VEHICLE

GEICO

GEICO INDEMNITY INSURANCE COMPANY
ONE GEICO PLAZA, WASHINGTON, DC 20076-0001
TELEPHONE: 1-800-841-7475 FAX: 1-540-286-4019

POLICY PERIOD FROM 12/25/05 TO 06/25/06 12:01 A.M. LOCAL TIME AT THE ADDRESS OF THE NAMED INSURED.

THE INSURED VEHICLE(S) WILL BE REGULARLY GARAGED IN THE TOWN AND STATE SHOWN IN ITEM 1, EXCEPT AS NOTED IN THE VEHICLE SEGMENT.

POLICY NUMBER: ~~8009-0000000000~~

DATE ISSUED: 11/10/05

CONTRACT TYPE: A30DE

Item 1: Named Insured and Address
KERRY W JOHNSON AND LESLIE
EVANS-JOHNSON
1007 MISTOVER LN
NEWARK DE 19713-3346

CONTRACT AMENDMENTS: ALL VEHICLES - CRA200

UNIT ENDORSEMENTS: CRA313A (VEH 1,2), CRA431DE (VEH 2)

***** IMPORTANT MESSAGES *****

THE GEICO PROPERTY AGENCY CAN ARRANGE FOR YOUR HOMEOWNER'S, RENTER'S AND CONDOMINIUM OWNER'S INSURANCE NEEDS. JUST CALL TOLL-FREE AT 1-888-306-9500. REFINANCING? LET US PROVIDE THE NEW HOMEOWNER'S POLICY YOU NEED.

ACTIVE DUTY, GUARD, RESERVE OR RETIRED MILITARY CALL 1-800-MILITARY TO SEE IF YOU QUALIFY FOR THE MILITARY DISCOUNT.

INSURED COPY

U-31-DP (1)

OVER

GEICO000556

POLICY NUMBER: [REDACTED]
VEHICLE
 1 93 TOYOTA [REDACTED]
 2 04 GMC [REDACTED]

DATE ISSUED: 11/10/05

RATED LOCATION
 NEWARK DE 19713
 NEWARK DE 19713

PAGE 2
CLASS
 1 N 17SM L
 0 M 4-MMP L

COVERAGES	LIMITS OR DEDUCTIBLES	VEH 1	PREMIUMS VEH 2 VEH
Coverage applies where a premium or 0.00 is shown for the vehicle			
BODILY INJURY LIABILITY	[REDACTED]	[REDACTED]	[REDACTED]
EACH PERSON/EACH OCCURRENCE	[REDACTED]	[REDACTED]	[REDACTED]
PROPERTY DAMAGE LIABILITY	[REDACTED]	[REDACTED]	[REDACTED]
PERSONAL INJURY PROTECTION	[REDACTED]	[REDACTED]	[REDACTED]
INSURED AND RESIDENT RELATIVES	[REDACTED]	[REDACTED]	[REDACTED]
UNINSURED MOTORIST BODILY INJURY	[REDACTED]	[REDACTED]	[REDACTED]
EACH PERSON/EACH OCCURRENCE	[REDACTED]	[REDACTED]	[REDACTED]
PROPERTY DAMAGE - LESS \$250 DEDUCTIBLE	[REDACTED]	[REDACTED]	[REDACTED]
COMPREHENSIVE	[REDACTED]	[REDACTED]	[REDACTED]
COLLISION	[REDACTED]	[REDACTED]	[REDACTED]
RENTAL REIMBURSEMENT	[REDACTED]	[REDACTED]	[REDACTED]
SIX MONTH PREMIUM PER VEHICLE	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

YOUR PREMIUMS ARE BASED ON THE FOLLOWING DISCOUNTS AND/OR SURCHARGES:
 DISCOUNTS MULTI-CAR (VEH 1,2), GOOD STUDENT (VEH 1), ANTI-LOCK BRAKES (VEH 2)

SURCHARGES

LIENHOLDER VEHICLE

LIENHOLDER VEHICLE

LIENHOLDER VEHICLE

GEICO

GEICO INDEMNITY INSURANCE COMPANY
ONE GEICO PLAZA, WASHINGTON, DC 20076-0001
TELEPHONE: 1-800-841-7475 FAX: 1-540-286-4019

FAMILY AUTOMOBILE POLICY ENDORSEMENT DECLARATIONS

THIS IS A DESCRIPTION OF YOUR COVERAGE
PLEASE KEEP FOR YOUR RECORDS
PAGE 1

POLICY PERIOD FROM 12/25/05 TO 06/25/06 12:01 A.M. LOCAL TIME AT THE ADDRESS OF THE NAMED INSURED.

THE INSURED VEHICLE(S) WILL BE REGULARLY GARAGED IN THE TOWN AND STATE SHOWN IN ITEM 1, EXCEPT AS NOTED IN THE VEHICLE SEGMENT.

POLICY NUMBER: ~~XXXXXXXXXX~~

DATE ISSUED: 01/30/06
ENDORSEMENT EFFECTIVE:

CONTRACT TYPE: A30DE
01/30/06

Item 1: Named Insured and Address

KERRY W JOHNSON AND LESLIE
EVANS-JOHNSON
1007 MISTOVER LN
NEWARK DE 19713-3346

CONTRACT AMENDMENTS: ALL VEHICLES - CRA200

UNIT ENDORSEMENTS: CRA313A (VEH 1,2), CRA431DE (VEH 2)

***** IMPORTANT MESSAGES *****

The GEICO Property Agency can arrange for your homeowner's, renter's and condominium owner's insurance needs. Just call toll-free at 1-888-306-9500. Refinancing? Let us provide the new Homeowner's Policy you need.

We have resumed your policy effective 01/30/06 with a lapse of coverage.

INSURED COPY

U-31-DP (1)

OVER

GEICO000558

POLICY NUMBER: [REDACTED]
VEHICLE
 1 93 TOYOTA [REDACTED]
 2 04 GMC [REDACTED]

DATE ISSUED: 01/30/06

RATED LOCATION
 NEWARK DE 19713
 NEWARK DE 19713

PAGE 2

CLASS
 1 N 17SM L
 0 M 4-MMP L

COVERAGES	LIMITS OR DEDUCTIBLES	VEH 1	PREMIUMS VEH 2 VEH
<i>Coverage applies where a premium or 0.00 is shown for the vehicle</i>			
BODILY INJURY LIABILITY			
EACH PERSON/ EACH OCCURRENCE	[REDACTED]	[REDACTED]	[REDACTED]
PROPERTY DAMAGE LIABILITY	[REDACTED]	[REDACTED]	[REDACTED]
PERSONAL INJURY PROTECTION	[REDACTED]	[REDACTED]	[REDACTED]
INSURED AND RESIDENT RELATIVES			
UNINSURED MOTORIST BODILY INJURY			
EACH PERSON/EACH OCCURRENCE	[REDACTED]	[REDACTED]	[REDACTED]
PROPERTY DAMAGE - LESS \$250 DEDUCTIBLE	[REDACTED]	[REDACTED]	[REDACTED]
COMPREHENSIVE	[REDACTED]		[REDACTED]
COLLISION	[REDACTED]		[REDACTED]
RENTAL REIMBURSEMENT	[REDACTED]		[REDACTED]
SIX MONTH PREMIUM PER VEHICLE			
		\$ [REDACTED]	\$ [REDACTED] \$

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

YOUR PREMIUMS ARE BASED ON THE FOLLOWING DISCOUNTS AND/OR SURCHARGES:
 DISCOUNTS MULTI-CAR (VEH 1,2), GOOD STUDENT (VEH 1), ANTI-LOCK BRAKES (VEH 2)

SURCHARGES

LIENHOLDER VEHICLE

LIENHOLDER VEHICLE

LIENHOLDER VEHICLE

GEICO

GEICO INDEMNITY INSURANCE COMPANY
ONE GEICO PLAZA, WASHINGTON, DC 20076-0001
TELEPHONE: 1-800-841-7475 FAX: 1-540-286-4019

POLICY PERIOD FROM 12/25/05 TO 06/25/06 12:01 A.M. LOCAL TIME AT THE ADDRESS OF THE NAMED INSURED.

THE INSURED VEHICLE(S) WILL BE REGULARLY GARAGED IN THE TOWN AND STATE SHOWN IN ITEM 1, EXCEPT AS NOTED IN THE VEHICLE SEGMENT.

POLICY NUMBER: ~~100-0000000000000000~~

DATE ISSUED: 01/30/06
ENDORSEMENT EFFECTIVE:

CONTRACT TYPE: A30DE
01/31/06

Item 1: Named Insured and Address
KERRY W JOHNSON AND LESLIE
EVANS-JOHNSON
1007 MISTOVER LN
NEWARK DE 19713-3346

CONTRACT AMENDMENTS: ALL VEHICLES - CRA200

UNIT ENDORSEMENTS: CRA313A (VEH 1,2), CRA431DE (VEH 2)

***** IMPORTANT MESSAGES *****

The GEICO Property Agency can arrange for your homeowner's, renter's and condominium owner's insurance needs. Just call toll-free at 1-888-306-9500. Refinancing? Let us provide the new Homeowner's Policy you need.

Your policy has been adjusted per your recent request.

INSURED COPY

U-31-DP (I)

OVER

GEICO000560

POLICY NUMBER: [REDACTED]
 VEHICLE
 1 93 TOYOTA [REDACTED]
 2 04 GMC [REDACTED]

DATE ISSUED: 01/30/06

RATED LOCATION
 NEWARK DE 19713
 NEWARK DE 19713

PAGE 2
 CLASS
 1 N 17SM L
 0 M 4-MMP L

COVERAGES	LIMITS OR DEDUCTIBLES	VEH 1	PREMIUMS VEH 2 VEH
Coverage applies where a premium or 0.00 is shown for the vehicle			
BODILY INJURY LIABILITY EACH PERSON/EACH OCCURRENCE	\$100,000/\$300,000	[REDACTED]	[REDACTED]
PROPERTY DAMAGE LIABILITY	[REDACTED]	[REDACTED]	[REDACTED]
PERSONAL INJURY PROTECTION INSURED AND RESIDENT RELATIVES	[REDACTED]	[REDACTED]	[REDACTED]
UNINSURED MOTORIST BODILY INJURY EACH PERSON/EACH OCCURRENCE	[REDACTED]	[REDACTED]	[REDACTED]
PROPERTY DAMAGE - LESS \$250 DEDUCTIBLE	[REDACTED]	[REDACTED]	[REDACTED]
COMPREHENSIVE	[REDACTED]	[REDACTED]	[REDACTED]
COLLISION	[REDACTED]	[REDACTED]	[REDACTED]
RENTAL REIMBURSEMENT			
SIX MONTH PREMIUM PER VEHICLE			
		\$ [REDACTED]	\$ [REDACTED]
			\$ [REDACTED]

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

YOUR PREMIUMS ARE BASED ON THE FOLLOWING DISCOUNTS AND/OR SURCHARGES:
 DISCOUNTS MULTI-CAR (VEH 1,2), GOOD STUDENT (VEH 1), ANTI-LOCK BRAKES (VEH 2)

SURCHARGES

LIENHOLDER VEHICLE

LIENHOLDER VEHICLE

LIENHOLDER VEHICLE

GEICO

GEICO INDEMNITY INSURANCE COMPANY
ONE GEICO PLAZA, WASHINGTON, DC 20076-0001
TELEPHONE: 1-800-841-7475 FAX: 1-540-286-4019

POLICY PERIOD FROM 06/25/06 TO 12/25/06 12:01 A.M. LOCAL TIME AT THE ADDRESS OF THE NAMED INSURED.

THE INSURED VEHICLE(S) WILL BE REGULARLY GARAGED IN THE TOWN AND STATE SHOWN IN ITEM 1, EXCEPT AS NOTED IN THE VEHICLE SEGMENT.

POLICY NUMBER: 

DATE ISSUED: 05/11/06

CONTRACT TYPE: A30DE

Item 1: Named Insured and Address
**KERRY W JOHNSON AND LESLIE
EVANS-JOHNSON
1007 MISTOVER LN
NEWARK DE 19713-3346**

CONTRACT AMENDMENTS: ALL VEHICLES - CRA200

UNIT ENDORSEMENTS: CRA313A (VEH 1,2), CRA431DE (VEH 2)

***** IMPORTANT MESSAGES *****

The GEICO Property Agency can arrange for your homeowner's, renter's and condominium owner's insurance needs. Just call toll-free at 1-888-306-9500. Refinancing? Let us provide the new Homeowner's Policy you need.

Active Duty, Guard, Reserve or Retired Military: Call 1-800-MILITARY to see if you qualify for the Military Discount.

A Good Student Credit or Discount no longer applies to your 93 TOYOTA.

INSURED COPY

U-31-DP (I)

OVER

GEICO000562

GEICO INDEMNITY COMPANY

POLICY NUMBER: [REDACTED]
 VEHICLE
 1 93 TOYOTA [REDACTED]
 2 04 GMC [REDACTED]

DATE ISSUED: 05/11/06

RATED LOCATION
 NEWARK DE 19713
 NEWARK DE 19713

PAGE 2

CLASS
 1 N 17SM L
 0 M 4-MMP L

COVERAGES	LIMITS OR DEDUCTIBLES	VEH 1	PREMIUMS VEH 2 VEH
Coverage applies where a premium or 0.00 is shown for the vehicle			
BODILY INJURY LIABILITY EACH PERSON/EACH OCCURRENCE	[REDACTED]	[REDACTED]	[REDACTED]
PROPERTY DAMAGE LIABILITY	[REDACTED]	[REDACTED]	[REDACTED]
PERSONAL INJURY PROTECTION INSURED AND RESIDENT RELATIVES	[REDACTED]	[REDACTED]	[REDACTED]
UNINSURED MOTORIST BODILY INJURY EACH PERSON/EACH OCCURRENCE PROPERTY DAMAGE - LESS \$250 DEDUCTIBLE	[REDACTED]	[REDACTED]	[REDACTED]
COMPREHENSIVE	[REDACTED]	[REDACTED]	[REDACTED]
COLLISION	[REDACTED]	[REDACTED]	[REDACTED]
RENTAL REIMBURSEMENT	[REDACTED]	[REDACTED]	[REDACTED]

SIX MONTH PREMIUM PER VEHICLE

\$ [REDACTED] \$ [REDACTED] \$

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

YOUR PREMIUMS ARE BASED ON THE FOLLOWING DISCOUNTS AND/OR SURCHARGES:
 DISCOUNTS MULTI-CAR (VEH 1,2), GOOD STUDENT (VEH 1), ANTI-LOCK BRAKES (VEH 2)

SURCHARGES

LIENHOLDER VEHICLE

LIENHOLDER VEHICLE

LIENHOLDER VEHICLE

GEICO
ONE GEICO PLAZA
Washington, D. C. 20076-0001
Telephone: 1-800-841-3000

**Delaware
Family
Automobile
Insurance
Policy**

Government Employees Insurance Company
GEICO Casualty Company
GEICO General Insurance Company
GEICO Indemnity Company

A-30DE (2-02)

GEICO000564

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Whenever, "he," "his," "him," "himself" appears in this policy, you may read "she," "her," "hers," or "herself."

AGREEMENT

We, the Company named in the declarations attached to this policy, make this agreement with **you**, the policyholder. Relying on the information **you** have furnished and the declarations attached to this policy and if **you** pay your premium when due, we will do the following:

SECTION I - LIABILITY COVERAGES

Bodily Injury Liability and Property Damage Liability Your Protection Against Claims From Others

DEFINITIONS

The words italicized in Section I of this policy are defined below.

1. "**Auto business**" means the business of selling, repairing, servicing, storing, transporting or parking of autos.
2. "**Bodily injury**" means bodily injury to a person, including resulting sickness, disease or death.
3. "**Farm auto**" means a truck type vehicle with a load capacity of 2000 pounds or less, not used for commercial purposes other than farming.
4. "**Insured**" means a person or organization described under "Persons Insured."
5. "**Non-owned auto**" means an automobile or **trailer** not owned by or furnished for the regular use of either **you** or a **relative**, other than a **temporary substitute auto**. An auto rented or leased for more than 30 days will be considered as furnished for regular use.
6. "**Owned auto**" means:
 - (a) a vehicle described in this policy for which a premium charge is shown for these coverages;
 - (b) a **trailer** owned by **you**;
 - (c) a **private passenger, farm or utility auto**, ownership of which you acquire during the policy period or for which you enter into a lease during the policy period for a term of six months or more, if:
 - (i) it replaces an **owned auto** as defined in (a) above; or
 - (ii) we insure all **private passenger, farm and utility autos** owned or leased by **you** on the date of the acquisition, and **you** ask us to add it to the policy no more than 30 days later;
 - (d) a **temporary substitute auto**.
7. "**Private passenger auto**" means a four-wheel private passenger, station wagon or jeep-type auto.
8. "**Relative**" means a person related to **you** who resides in **your household**.
9. "**Temporary substitute auto**" means an automobile or **trailer**, not owned by **you**, temporarily used with the

permission of the owner. This vehicle must be used as a substitute for the **owned auto** or **trailer** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.

10. "**Trailer**" means a **trailer** designed to be towed by a **private passenger auto**, if not being used for business or commercial purposes with a vehicle other than a **private passenger, farm or utility auto**.
11. "**Utility auto**" means a vehicle, other than a **farm auto**, with a load capacity of 2000 pounds or less of the pick-up body, van or panel truck type not used for commercial purposes.
12. "**War**" means armed conflict between nations, whether or not declared, civil war, insurrection, rebellion or revolution.
13. "**You**" means the policyholder named in the declarations and his or her spouse if a resident of the same household.

LOSSES WE WILL PAY

Under Section I, we will pay damages which an **insured** becomes legally obligated to pay because of:

1. **bodily injury**, sustained by a person, or
2. damage to or destruction of property arising out of the ownership, maintenance or use of the **owned auto** or a **non-owned auto**. We will defend any suit for damages payable under the terms of this policy. We may investigate and settle any claim or suit.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE LIABILITY COVERAGES

1. All investigative and legal costs incurred by us.
2. All court costs charged to an **insured** in a covered lawsuit.
3. All interest accruing on that amount of a judgment which is within our limit of liability accruing after the entry of judgment until we have paid, offered, or deposited in court, that part of the judgment not exceeding the limit of our liability.
4. Premiums for appeal bonds in a suit we appeal, or premiums for bonds to release attachments; but the face amount of these bonds may not exceed the applicable limit of liability.

5. Premiums for bail bonds paid for an *insured* due to traffic law violations arising out of the use of an insured auto, not to exceed \$250 per bail bond.
6. Costs incurred by any *insured* for first aid to others at the time of an accident involving an insured auto.
7. Loss of earnings up to \$50 a day, but not other income, if we request an *insured* to attend hearings and trials.
8. All reasonable costs incurred by an *insured* at our request.

EXCLUSION

When Section I Does Not Apply

1. Section I does not apply to any vehicle used to carry passengers or goods for hire. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.
2. **Bodily injury** or property damage caused intentionally by or at the direction of an *insured* is not covered.
3. We do not cover **bodily injury** or property damage that is insured under a nuclear liability policy.
4. **Bodily injury** or property damage arising from the operation of farm machinery is not covered.
5. **Bodily injury** to an employee of an *insured* arising out of and in the course of employment by an *insured* is not covered.

However, **bodily injury** of a domestic employee of the *insured* is covered unless benefits are payable or are required to be provided under a workers' or workmen's compensation law.

6. We do not cover **bodily injury** to a fellow employee of an *insured* (other than *you*) injured in the course of his employment if the **bodily injury** arises from the use of an auto in the business of his employer.
7. We do not cover an **owned auto** while used by a person (other than *you* or a *relative*) when he is employed or otherwise engaged in the **auto business**.
8. A **non-owned auto** while maintained or used by a person while he is employed or otherwise engaged in:
 - (a) any **auto business** if the accident arises out of that business;
 - (b) any other business or occupation of any *insured* if the accident arises out of that business or occupation, except a **private passenger auto** used by *you* or your chauffeur or domestic servant while engaged in such other business.
9. We do not cover damage to:
 - (a) property owned, or transported by an *insured*; or
 - (b) property rented to or in charge of an *insured* other than a residence or private garage.

10. We do not cover an auto acquired by *you* during the policy term, if *you* have purchased other liability insurance for it.

11. We do not cover:

- (a) the United States of America or any of its Agencies;
- (b) any person, including *you*, if protection is afforded under the provisions of the Federal Tort Claims Act.

12. We do not cover **bodily injury** or property damage that results from the operation of a **non-owned auto** or **temporary substitute auto** that is designed for use principally off public roads that is not registered for use on public roads.

13. We do not cover punitive or exemplary damages awarded due to a loss where an *insured* is legally intoxicated or under the influence of illegal narcotics or narcotics used illegally by an *insured* at or proximate to the time of the loss.

14. **Bodily injury** or property damage that results from nuclear exposure or explosion including resulting fire, radiation or contamination is not covered.

15. **Bodily injury** or property damage that results from bio-chemical attack or exposure to bio-chemical agents is not covered.

PERSONS INSURED

Who Is Covered

Section I applies to the following as *insureds* with regard to an **owned auto**:

1. *you* and *your relatives*;
2. any other person using the auto with *your* permission. The actual use must be within the scope of that permission;
3. any other person or organization for his or its liability because of acts or omissions of an *insured* under 1 or 2 above.

Section I applies to the following with regard to a **non-owned auto**:

1. (a) *you*;
- (b) *your relatives* when using a **private passenger auto**, **utility auto**, **farm auto**, or **trailer**.

Such use by *you* or *your relatives* must be with the permission, or reasonably believed to be with the permission, of the owner and within the scope of that permission.

2. a person or organization, not owning or hiring the auto, regarding his or its liability because of acts or omissions of an *insured* under 1 above.

The limits of liability stated in the declarations are our maximum obligations regardless of the number of *insureds* involved in the occurrence.

FINANCIAL RESPONSIBILITY LAWS

When this policy is certified as proof of financial responsibility for the future under the provisions of a motor vehicle financial responsibility law, this liability insurance will comply with the provisions of that law. The *insured* agrees to reimburse us for payments made by us which we would not have had to make except for this agreement.

When the policy applies to the operation of a motor vehicle outside of *your* state, we agree to increase *your* coverages to the extent required of out-of-state motorists by local law. This additional coverage will be reduced to the extent that *you* are protected by another automobile insurance policy. No person can be paid more than once for any item of loss.

LIMITS OF LIABILITY

Regardless of the number of autos or *trailers* to which this policy applies:

1. The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of our liability for all damages, including damages for care and loss of services, because of *bodily injury* sustained by one person as the result of one occurrence.
2. The limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including damages for care and loss of services, because of *bodily injury* sustained by two or more persons as the result of any one occurrence.
3. The limit of property damage liability stated in the declarations as applicable to "each occurrence" is the total limit of our liability for all damages because of injury to or destruction of the property of one or more persons or organizations, including the loss of use of the property as the result of any one occurrence.

OTHER INSURANCE

If the *insured* has other insurance against a loss covered by Section I of this policy, we will not owe more than our pro rata share of the total coverage available.

Any insurance we provide for losses arising out of the ownership, maintenance or use of a vehicle *you* do not own shall be excess over any other valid and collectible insurance.

CONDITIONS

The following conditions apply to Section I:

1. NOTICE

As soon as possible after an occurrence, written notice must be given us or our authorized agent stating:

- (a) the identity of the *insured*;
- (b) the time, place and details of the occurrence;

- (c) the names and addresses of the injured, and of any witnesses; and
- (d) the names of the owners and the description and location of any damaged property.

If a claim or suit is brought against an *insured*, he must promptly send us each demand, notice, summons or other process received.

2. TWO OR MORE AUTOS

If this policy covers two or more autos, the limit of coverage applies separately to each. An auto and an attached *trailer* are considered to be one auto.

3. ASSISTANCE AND COOPERATION OF THE *INSURED*

The *insured* will cooperate and assist us, if requested:

- (a) in the investigation of the occurrence;
- (b) in making settlements;
- (c) in the conduct of suits; and
- (d) in enforcing any right of contribution or indemnity against any legally or responsible person or organization because of *bodily injury* or property damage; and
- (e) at trials and hearings;
- (f) in securing and giving evidence; and
- (g) by obtaining the attendance of witnesses.

Only at his own cost will the *insured* make a payment, assume any obligation or incur any cost other than for first aid to others.

4. ACTION AGAINST US

No suit will lie against us:

- (a) unless the *insured* has fully complied with all the policy's terms and conditions; and
- (b) until the amount of the *insured*'s obligation to pay has been finally determined, either
 - (i) by a final judgment against the *insured* after actual trial; or
 - (ii) by written agreement of the *insured*, the claimant and us.

A person or organization or the legal representative of either, who secures a judgment or written agreement, may then sue to recover up to the policy limits.

No person or organization, including the *insured*, has a right under this policy to make us a defendant in an action to determine the *insured*'s liability.

Bankruptcy or insolvency of the *insured* or his estate will not relieve us of our obligations.

5. SUBROGATION

When payment is made under this policy, we will be subrogated to all the *insured's* rights of recovery against others. The *insured* will help us to enforce these rights.

The *insured* will do nothing after loss to prejudice these rights.

This means we will have the right to sue for or otherwise recover the loss from anyone else who may be held responsible.

SECTION II - NO FAULT COVERAGES

Part I Personal Injury Protection

Protection for Eligible Injured Persons for Medical Expenses, Funeral Expenses, Loss of Earnings and Substitute Service Expenses.

PERSONAL INJURY PROTECTION OPTIONS

Option:	Deductible:	Applicable to:
1	None	You and Members of Your Household
2	\$ 250	You Only
3	\$ 500	You Only
4	\$1,000	You Only
5	\$ 250	You and Members of Your Household
6	\$ 500	You and Members of Your Household
7	\$1,000	You and Members of Your Household

Part II Damage to Other Property

Protects *You* Against Claims from Others for Damage to Property Other than a Motor Vehicle.

DEFINITIONS

The definitions of *Bodily Injury* and *You* shown in Section I apply to these coverages. In addition, the following special definitions apply.

1. "*Funeral Expenses*" means reasonable and necessary expenses incurred within 2 years of the accident for professional funeral services and all customary charges, which may include a burial plot for one person.

2. "*Injured Person*" means

- (a) a person injured while in the *insured motor vehicle*;
- (b) a person injured in an accident involving the *insured motor vehicle*, except occupants of other motor vehicles. However, pedestrians other than *you* or *members of your household* are injured persons only if they are injured by an accident with any *motor vehicle* within Delaware;

(c) *you and members of your household* if injured while a pedestrian or while in or on any *motor vehicle*.

3. "*Insured Motor Vehicle*" in Part I means a Delaware registered *motor vehicle* owned by *you* to which the bodily injury liability coverage of this policy applies. "*Insured Motor Vehicle*" in Part II means a Delaware registered *motor vehicle* owned by *you* to which the property damage liability coverage of this policy applies.

4. "*Loss of Earnings*" means loss of salary, or its equivalent after taxes, which was lost because of an *injured person's* inability to work. This covers loss of wages, salary, or lost earnings as a self-employed person. Payment is to be made at the actual time they are lost.

5. "*Medical Expenses*" means reasonable expenses for necessary medical, hospital, dental, surgical, x-ray, ambulance and professional nursing services, prosthetic devices, and treatment by recognized religious healers.

6. "*Member of Your Household*" means persons in *your immediate family* not having a separate household, and other dependents who reside with *you*.

7. "*Motor Vehicle*" in Part I means a land motor vehicle, including an attached *trailer*, designed to transport persons or property on a public highway. Devices moved by human or animal power or those which are used only on fixed rails or tracks are not included. "*Motor Vehicle*" in Part II means all self-propelled mobile equipment.

8. "*Substitute Services Expenses*" means reasonable and necessary extra expenses for personal services which the *injured person* would have performed but for the injury.

9. "*You*" means the policyholder named in the declarations and also his or her spouse if a resident of the same household.

PERSONAL INJURY PROTECTION

PART I

LOSSES WE WILL PAY

We will pay to or for the *injured person*:

- (a) *medical expenses*;
- (b) *funeral expenses*;
- (c) *loss of earnings*; and
- (d) *substitute service expenses*

resulting from **bodily injury** to the **injured person** and incurred within two years of an accident arising out of the ownership, maintenance or use of a **motor vehicle** as a **motor vehicle**.

EXCLUSIONS

1. There is no coverage while the **insured motor vehicle** is being used as a taxi or rental vehicle unless the use is so described in the policy.
2. There is no coverage for a person occupying a **motor vehicle** located for use as a residence or premises.
3. There is no coverage for injuries caused by nuclear radiation or explosion.
4. There is no coverage for injuries caused by war, whether or not declared, civil war, insurrection, rebellion or revolution.
5. There is no coverage for persons using the **insured motor vehicle** without **your consent**.
6. There is no coverage for intentionally self-inflicted injuries.
7. A person convicted of driving under the influence of alcohol or narcotics is not covered for **bodily injury** arising from this conduct.
8. Any person injured while committing a felony is not covered.
9. There is no coverage for pedestrians, other than **you** and **members of your household**, injured outside of Delaware.
10. **You** and **members of your household** are not covered if injured while in, or through being struck by, a **motor vehicle** covered by another Delaware no-fault policy.
11. **You** and **members of your household** are not covered if injured while in, or through being struck by, any **motor vehicle** which is not covered by Delaware no-fault insurance if it is owned by or available for the use of **you** or a **member of your household**.

COVERAGE LIMITS-DEDUCTIBLE

Regardless of the number of policies available, claims made or **insured motor vehicles** or persons to which this insurance applies, we will pay total benefits of no more than \$30,000 for **bodily injury** sustained in any one accident. However, no more than \$15,000 will be paid to any one **injured person**. Included with these limits are **funeral expenses** of no more than \$5,000 per person.

We will subtract any deductible **you** may have selected from the total amount otherwise payable within these limits for any one accident. The household deductible will be subtracted from the total amount payable to **you** and **members of your household**.

PART II

DAMAGE TO PROPERTY OTHER THAN A MOTOR VEHICLE

LOSSES WE WILL PAY

We will pay without regard to fault for **property damage** sustained in an accident involving the **insured motor vehicle** and occurring in the State of Delaware during the policy period. However, this coverage does not apply to damage to a **motor vehicle**.

EXCLUSIONS

When Part II Does Not Apply

1. There is no coverage while the **insured motor vehicle** is being used as a taxi or rental vehicle unless its use is so described in the policy.
2. There is no coverage for damage to property while the **insured motor vehicle** is located for use as a residence or premises.
3. There is no coverage for damage caused by nuclear radiation or explosion.
4. There is no coverage for damage caused by war, whether or not declared, civil war, insurrection, rebellion or revolution.
5. There is no coverage for damage arising from the use of the **insured motor vehicle** without **your consent**.
6. There is no coverage for damage to aircraft, watercraft, self-propelled mobile equipment, nor for any property in or upon them.
7. There is no coverage for damage to any property in or upon any **motor vehicle**.
8. There is no coverage for damage to any property owned by, rented to, or leased by **you** or a **member of your household**.

LIMIT OF COMPENSATION

We will pay up to \$10,000 for damage to property in any one accident. This limit applies regardless of the number of policies available, claims made or **insured motor vehicles** or persons to which this insurance applies.

ARBITRATION

We will submit to arbitration any disputed claim for Personal Injury Protection benefits or for damage to a **motor vehicle**, including loss of use of that vehicle. The person claiming loss or damage must send a written request for arbitration to the Delaware Insurance Commissioner within 90 days from the date of an offer for settlement or denial of coverage or liability has been made by us.

EXCESS INSURANCE PROVISION

You must first exhaust all benefits payable under Parts I and II before any Medical Payments or Uninsured Motorists Coverage provided by this policy will apply.

Medical Payments or Uninsured Motorists Coverage cannot be used to recover any Personal Injury Protection deductible. Personal Injury Protection is excess over any similar insurance for passengers, other than Delaware residents, when the accident occurs outside of Delaware.

CONDITIONS

These conditions apply to both Parts I and II unless otherwise noted.

1. NOTICE

As soon as possible after an accident, notice must be given us or our authorized agent stating:

- (a) the time, place and details of the accident; and
- (b) the names and addresses of the *injured persons*, and of any witnesses; and
- (c) the names of the owners and location of any damaged property.

Under Part I, if an *injured person* or his legal representative files suit against a third party to recover damages, he must immediately provide us with a copy of the pleadings.

2. ACTION AGAINST US

Suit will not lie against us unless there has been full compliance with all of the terms of this insurance.

3. DENTAL OR SURGICAL PROCEDURES

Dental or surgical procedures which cannot be performed within 2 years of an accident are covered if a qualified doctor certifies in writing that the delay is necessary. Any related *medical expenses* or *loss of earnings* will also be covered.

We have the option to pay such expenses in advance or as they are incurred.

4. MEDICAL REPORTS - PROOF OF CLAIM - PART I

As soon as possible, the *injured person* or his representative will furnish us with written proof of claim, under oath if required. After each request from us he will give us written authority to obtain medical reports, copies of records and *loss of earnings* information. The *injured person* will submit to examination at our expense by doctors chosen by us, as we may reasonably require.

SECTION III - MEDICAL PAYMENTS

Protection For You and Your Passengers For Medical Expenses

DEFINITIONS

The definitions of terms shown under Section I apply to this Coverage. In addition, under this Coverage, *occupying* means in or upon or entering into or alighting from an auto.

PAYMENTS WE WILL MAKE

Under this Coverage, we will pay all reasonable expenses actually incurred by an *insured* within one year from the date of accident for necessary medical, surgical,

5. DUTIES IN EVENT OF LOSS PART II

In the event of loss:

- (a) The damaged property must be protected, and further loss resulting from failure to protect the property is not covered. We will pay reasonable expenses incurred for this protection.
- (b) Within 90 days after loss, a sworn proof of loss including all information we may reasonably require must be filed with us.
- (c) At our request, the damaged property must be shown to us and the owner or custodian must submit to examination under oath.

6. NON-DUPLICATION OF BENEFITS - OTHER INSURANCE

PART I

No *injured person* may collect more than once for the same losses or expenses under this or any other auto policy. If the *injured person* has other Delaware No-Fault coverage available, we will not owe more than our pro rata share of the total coverage.

This insurance is excess over similar insurance available to any person injured because of the use or operation of a vehicle not covered by a Delaware No-Fault policy.

This insurance is also excess over similar insurance available to non-Delaware residents injured in an *insured motor vehicle* outside of Delaware.

PART II

We will pay for damage to property covered by other collectible property insurance only if the operator of the *insured motor vehicle* is legally liable for the damage. Any dispute as to liability will be resolved by arbitration.

7. SUBROGATION

When any payment is made under this insurance we have the right to recover the loss from anyone who may be held responsible. Our right of recovery is limited to the maximum amounts of the responsible party's liability insurance coverage available. Any person to whom we make payment must help us enforce the right of recovery. He must do nothing after the loss to prejudice this right.

x-ray, dental services, prosthetic devices, ambulance, hospital, professional nursing and funeral services. The one year limit does not apply to funeral services.

You must first exhaust all benefits payable under Personal Injury Protection before any Medical Payments Coverage provided will apply. Medical Payments cannot be used to recover any Personal Injury Protection deductible.

This Coverage applies to:

1. ***you*** and each relative who sustains ***bodily injury*** caused by accident:
 - (a) while ***occupying*** the ***owned auto***; or
 - (b) while ***occupying*** a ***non-owned auto*** if ***you*** or your relative reasonably believe ***you*** have the owner's permission to use the auto and the use is within the scope of that permission; or
 - (c) when struck as a pedestrian by an auto or ***trailer***.
2. any other person who sustains ***bodily injury*** caused by accident while ***occupying*** the ***owned auto*** while being used by ***you***, a resident of ***your household***, or other persons with ***your permission***.

EXCLUSIONS

When This Coverage Does Not Apply

1. There is no coverage for ***bodily injury*** sustained by any occupant of an ***owned auto*** used to carry passengers or goods for hire. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.
2. There is no coverage for an ***insured*** while ***occupying*** a vehicle located for use as a residence or premises.
3. ***You*** and ***your relatives*** are not covered for ***bodily injury*** sustained while ***occupying*** or when struck by:
 - (a) a farm-type tractor or other equipment designed for use principally off public roads, while not upon public roads; or
 - (b) a vehicle operated on rails or crawler-treads.
4. There is no coverage for persons employed in the ***auto business***, if the accident arises out of that business and if benefits are required to be provided under a worker's or workmen's compensation law.
5. There is no coverage for ***bodily injury*** sustained due to ***war***.
6. The United States of America or any of its Agencies are not covered as an ***insured***, a third party beneficiary, or otherwise.
7. There is no coverage for ***bodily injury*** that results from nuclear exposure or explosion including resulting fire, radiation or contamination.
8. There is no coverage for ***bodily injury*** that results from bio-chemical attack or exposure to bio-chemical agents.

LIMIT OF LIABILITY

The limit of liability for medical payments stated in the declarations as applying to "each person" is the limit we will pay for all costs incurred by or on behalf of each person who sustains ***bodily injury*** in one accident. This applies regardless of the number of persons insured or the number of autos or ***trailers*** to which this policy applies.

OTHER INSURANCE

If the ***insured*** has other medical payments insurance against a loss covered by Section II of this policy, we will not owe more than our pro rata share of the total coverage available.

Any insurance we provide to a person who sustains ***bodily injury*** while ***occupying*** a vehicle ***you*** do not own shall be excessive any other valid and collectible insurance.

CONDITIONS

The following conditions apply to this Coverage:

1. NOTICE

As soon as possible after an accident, written notice must be given us or our authorized agent stating:

- (a) the identity of the ***insured***;
- (b) the time, place and details of the accident; and
- (c) the names and addresses of the injured, and of any witnesses.

2. TWO OR MORE AUTOS

If this policy covers two or more autos, the limit of coverage applies separately to each. An auto and an attached ***trailer*** are considered to be one auto.

3. ACTION AGAINST US

Suit will not lie against us unless the ***insured*** has fully complied with all the policy terms.

4. MEDICAL REPORTS - PROOF AND PAYMENT OF CLAIMS

As soon as possible, the injured person or his representative will furnish us with written proof of claim, under oath if required. After each request from us, he will give us written authority to obtain medical reports and copies of records.

The injured person will submit to an examination by doctors chosen by us and at our expense as we may reasonably require.

We may pay either the injured person, the doctor or other persons or organizations rendering medical services. These payments are made without regard to fault or legal liability of the ***insured***.

SECTION IV- PHYSICAL DAMAGE COVERAGES

Your Protection for Loss or Damage To Your Car

DEFINITIONS

The definitions of the terms "*auto business*," "*farm auto*," "*private passenger auto*," "*relative*," "*temporary substitute auto*," "*utility auto*," "*you*," and "*war*" under Section I apply to Section IV also. Under this Section, the following special definitions apply:

1. "**Actual Cash Value**" is the replacement cost of the auto or property less *depreciation* on *betterment*.
2. "**Betterment**" is the improvement of the auto or property to a value greater than its pre-loss condition.
3. "**Collision**" means loss caused by upset of the covered auto or its collision with another object, including an attached vehicle.

Losses caused by the following are comprehensive losses:

- (a) missiles;
- (b) falling objects;
- (c) fire;
- (d) lightning;
- (e) theft;
- (f) larceny;
- (g) explosion;
- (h) earthquake;
- (i) windstorm;
- (j) hail;
- (k) water;
- (l) flood;
- (m) malicious mischief;
- (n) vandalism;
- (o) riot;
- (p) civil commotion; or
- (q) colliding with a bird or animal.

4. "**Depreciation**" means a decrease or loss in value to the auto or property because of use, disuse, physical wear and tear, age, obsolescence, or other causes.

5. "**Insured**" means:

- (a) regarding the *owned auto*:

- (i) *you and your relatives*;
- (ii) a person or organization maintaining, using or having custody of the auto with *your permission*, if his use is within the scope of that permission.

- (b) regarding a *non-owned auto*:

you and your relatives, using the auto, if the actual operation or use is with the permission or reasonably believed to be with the permission of the owner and within the scope of that permission.

6. "**Loss**" means direct and accidental loss of or damage to:

- (a) the auto, including its equipment; or
- (b) other *insured* property.

7. "**Non-owned auto**" means a *private passenger auto*, *utility auto*, *farm auto* or *trailer* not owned by or furnished for the regular use of either *you* or *your relatives*, except a *temporary substitute auto*. *You or your relative* must be using the auto or trailer within the scope of permission given by its owner. An auto rented or leased for more than 30 days will be considered as furnished for regular use.

8. "**Owned auto**" means:

- (a) any vehicle described in this policy for which a specific premium charge indicates there is coverage;
- (b) a *private passenger, farm* or *utility auto* or a *trailer*, ownership of which is acquired by *you* during the policy period or for which you enter into a lease during the policy period for a term of six months or more; if
 - (i) it replaces an *owned auto* as described in (a) above, or
 - (ii) we insure all *private passenger, farm utility autos* and *trailers* owned or leased by *you* on the date of such acquisition and *you* request us to add it to the policy within 30 days afterward;
- (c) a *temporary substitute auto*.

9. "**Trailer**" means a trailer designed for use with a *private passenger auto* and not used as a home, office, store, display or passenger trailer.

LOSSES WE WILL PAY

Comprehensive (Excluding Collision)

1. We will pay for each *loss*, less the applicable deductible, caused other than by *collision* to the *owned* or *non-owned auto*. This includes glass breakage.

No deductible will apply to *loss*, caused by fire, lightning, smoke, smudge, or damage sustained while the vehicle is being transported on any conveyance.

At the option of the *insured*, breakage of glass caused by *collision* may be paid under the collision coverage, if included in the policy.

2. We will pay, up to \$200 per occurrence, less the applicable deductible, for *loss* to personal effects due to:
 - (a) fire;
 - (b) lightning;
 - (c) flood;
 - (d) falling objects;
 - (e) earthquake;
 - (f) explosion; or

(g) theft of the entire automobile.

No deductible will apply due to loss from fire or lightning.

The property must be owned by *you* or a *relative*, and must be in or upon an *owned auto*.

3. *Losses* arising out of a single occurrence shall be subject to no more than one deductible.

Collision

1. We will pay for *collision loss* to the *owned* or *non-owned auto* for the amount of each *loss* less the applicable deductible.

2. We will pay up to \$200 per occurrence, less the applicable deductible, for *loss* to personal effects due to a *collision*. The property must be owned by *you* or a *relative*, and must be in or upon an *owned auto*.

3. *Losses* arising out of a single occurrence shall be subject to no more than one deductible.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE PHYSICAL DAMAGE COVERAGES

1. We will reimburse the *insured* for transportation expenses incurred during the period beginning 48 hours after a theft of the entire auto covered by comprehensive coverage under this policy has been reported to us and the police. Reimbursement ends when the auto is returned to use or we pay for the *loss*.

Reimbursement will not exceed \$20.00 per day nor \$600.00 per *loss*.

2. We will pay for *loss* to any of the following equipment (including *loss* to accessories and antennas):

- a. car phone;
- b. citizen's band radio;
- c. two way band radio;
- d. scanning monitor receiver; or
- e. device designed for the recording, and/or reproduction of sound.

We will pay only if the equipment at the time of *loss*:

- a. is permanently installed in or upon an *owned auto*; and
- b. that auto is *insured* under the appropriate coverage.

3. We will pay general average and salvage charges for which the *insured* becomes legally liable when the auto is being transported.

EXCLUSIONS

When the Physical Damage Coverages Do Not Apply

1. An auto used to carry passengers or goods for hire is not covered. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.

2. *Loss* due to *war* is not covered.

3. We do not cover *loss* to a *non-owned auto* when used by the *insured* in the *auto business*.

4. There is no coverage for *loss* caused by and limited to wear and tear, freezing, mechanical or electrical breakdown or failure, unless that damage results from a covered theft.

5. Tires, when they alone are damaged by *collision*, are not covered.

6. *Loss* due to radioactivity is not covered.

7. We do not cover *loss* to any radar or laser detector.

8. *Loss* to any tape, wire, record disc or other medium for use with a device designed for the recording and/or reproduction of sound is not covered.

9. We do not cover *trailers* when used for business or commercial purposes with vehicles other than *private passenger, farm or utility autos*.

10. We do not cover *loss* to an *owned auto* or a *non-owned auto* that results from the action or inaction of any governmental or civil authorities because *you*, a *relative* or anyone else in possession or custody of that vehicle is engaged or is accused of engaging in illegal acts whether or not convicted by that governmental authority.

11. There is no coverage for *loss* that results from nuclear exposure or explosion including resulting fire, radiation or contamination.

12. There is no coverage for *loss* that results from biochemical attack or exposure to biochemical agents.

LIMIT OF LIABILITY

The limit of our liability for *loss*:

1. is the *actual cash value* of the property at the time of the *loss*.

2. will not exceed the cost to repair or replace the property, or any of its parts, with other of like kind and quality and will not include compensation for any diminution in the property's value that is claimed to result from the *loss*.

3. to personal effects arising out of one occurrence is \$200.

4. to a *trailer* not owned by *you* is \$500.

5. for custom options is limited to the *actual cash value* of equipment, furnishings or finishing (including paint) installed in or upon the vehicle only by the auto factory or an authorized auto dealer and included in the purchase price of the vehicle.

Actual cash value of property will be determined at the time of the *loss* and will include an adjustment for *depreciation/betterment* and for the physical condition of the property.

OTHER INSURANCE

If the *insured* has other insurance against a *loss* covered by Section IV, we will not owe more than our pro rata share of the total coverage available.

Any insurance we provide for a vehicle *you* do not own shall be excess over any other collectible insurance.

CONDITIONS

The following conditions apply only to the Physical Damage Coverages:

1. NOTICE

As soon as possible after a *loss*, written notice must be given us or our authorized agent stating:

- (a) the identity of the *insured*;
- (b) a description of the auto or trailer;
- (c) the time, place and details of the *loss*; and
- (d) the names and addresses of any witnesses

In case of theft, the *insured* must promptly notify the police.

2. TWO OR MORE AUTOS

If this policy covers two or more autos, the limit of coverage and any deductibles apply separately to each.

3. ASSISTANCE AND COOPERATION OF THE INSURED

The *insured* will cooperate and assist us, if requested:

- (a) in the investigation of the *loss*;
- (b) in making settlements;
- (c) in the conduct of suits; and
- (d) in enforcing any right of subrogation against any legally responsible person or organization;
- (e) at trials and hearings;
- (f) in securing and giving evidence; and
- (g) by obtaining the attendance of witnesses.

4. ACTION AGAINST US

Suit will not lie against us unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of *loss* is determined.

5. INSURED'S DUTIES IN EVENT OF LOSS

In the event of *loss* the *insured* will:

- (a) Protect the auto, whether or not the *loss* is covered by this policy. Further *loss* due to the *insured's* failure to protect the auto will not be covered. Reasonable expenses incurred for this protection will be paid by us.

SECTION V - UNINSURED MOTORISTS COVERAGE

Protection For You and Your Passengers For Injuries Caused By Uninsured and Hit and Run Motorists

DEFINITIONS

The words italicized in this section are defined below.

- (b) File with us, within 90 days after *loss*, his sworn proof of loss including all information we may reasonably require.
- (c) At our request, the *insured* will exhibit the damaged property.

6. APPRAISAL

If we and the *insured* do not agree on the amount of *loss*, either may, within 60 days after proof of loss is filed, demand an appraisal of the *loss*. In that event, we and the *insured* will each select a competent appraiser. The appraisers will select a competent and disinterested umpire. The appraisers will state separately the *actual cash value* and the amount of the *loss*. If they fail to agree, they will submit the dispute to the umpire. An award in writing of any two will determine the amount of *loss*. We and the *insured* will each pay his chosen appraiser and will bear equally the other expenses of the appraisal and umpire.

We will not waive our rights by any of our acts relating to appraisal.

7. PAYMENT OF LOSS

We may at our option:

- (a) pay for the *loss*; or
- (b) repair or replace the damaged or stolen property.

At any time before the *loss* is paid or the property replaced, we may return any stolen property to *you* or to the address shown in the declarations at our expense with payment for covered damage. We may take all or part of the property at the agreed or appraised value, but there will be no abandonment to us. We may settle claims for *loss* either with the *insured* or the owner of the property.

8. NO BENEFIT TO BAILEE

This insurance does not apply directly or indirectly to the benefit of a carrier or other bailee for hire liable for the *loss* of the auto.

9. SUBROGATION

When payment is made under this policy we will be subrogated to all the *insured's* rights of recovery against others. The *insured* will help us to enforce these rights. The *insured* will do nothing after *loss* to prejudice these rights.

This means we will have the right to sue for or otherwise recover the *loss* from anyone else who may be held responsible.

1. "*Bodily Injury*" means bodily injury, sickness, or disease, including death, sustained by *you*, *your relatives* or any other person occupying an *insured auto* with *your* consent.

2. "*Hit-and-Run Auto*" means a motor vehicle causing *bodily injury* to an *insured*, or *property damage*, through physical contact with him or with the insured motor vehicle or by a non-contact vehicle whose operator and owner cannot be identified. The *insured*, or someone on his behalf, must:

- (a) report the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles; and
- (b) file with us within 30 days a statement setting forth the facts of the accident and claiming that he has a cause of action for damages against an unidentified person

3. "*Insured*" means:

- (a) the individual named in the declarations and his or her spouse if a resident of the same household;
- (b) relatives of (a) above if residents of his household;
- (c) any other person while *occupying* an *owned auto*;
- (d) any person who is entitled to recover damages because of *bodily injury* or *property damage* sustained by an *insured* under (a), (b), and (c) above.

If there is more than one *insured*, our limits of liability will not be increased.

4. "*Insured Auto*" is an auto:

- (a) described in the declarations and covered by the bodily injury and property damage liability coverages of this policy;
- (b) temporarily substituted for an *insured auto* when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction; or
- (c) operated by *you* or your spouse if a resident of the same household.

But the term "*insured auto*" does not include:

- (i) an auto used to carry passengers or goods for hire except in a car pool;
- (ii) an auto being used without the owner's permission; or
- (iii) under subparagraphs (b) and (c) above, an auto owned by or furnished for the regular use of an *insured*.

5. "*Property damage*" means injury to or destruction of:

- (a) an *insured auto* owned by *you*;
- (b) any property in the *insured auto* owned by *you*, any relative or other person *occupying* the *insured auto*.

6. "*Occupying*" means in, upon, entering into or alighting from an auto.

7. "*Relative*" means a person related to *you* who resides in *your* household.

8. "*State*" includes the District of Columbia, the territories and possessions of the United States, and the Provinces of Canada.

9. "*Uninsured Auto*" is a motor vehicle which has no bodily injury and property damage liability bond or insurance policy applicable with liability limits complying with the Financial Responsibility Law of the *state* in which such auto is principally garaged or registered at the time of the accident. This term also includes an auto the insurer of which is, or becomes insolvent or denies coverage.

The term "*uninsured auto*" does not include:

- (a) an *insured auto*;
- (b) an auto owned or operated by a self insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;
- (c) an auto owned by the United States of America, any other national government, a *state*, or a political sub-division of any such government or its agencies;
- (d) a land motor vehicle or trailer operated on rails or crawler-treads or located for use as a residence or premises; and
- (e) a farm-type tractor or equipment designed for use principally off public roads, except while used upon public roads.

10. "*You*" ("*Your*") means the policyholder named in the declarations and his or her spouse if a resident of the same household.

LOSSES WE PAY

We will pay damages for *bodily injury* and *property damage* caused by accident which the *insured* is legally entitled to recover from the owner or operator of an *uninsured auto* or *hit and run auto* arising out of the ownership, maintenance or use of that auto.

You must first exhaust benefits payable under Personal Injury Protection before any Uninsured Motorists Coverage provided by this policy will apply. Uninsured Motorists Coverage cannot be used to recover any Personal Injury Protection deductible.

The amount of the *insured's* recovery for these damages will be determined by agreement between the *insured* or his representative and us. The dispute may be arbitrated if an agreement cannot be reached.

No judgment obtained by an *insured* in a lawsuit brought against the owner or operator of an *uninsured auto* without our written consent will be binding on us.

EXCLUSIONS

When This Coverage Does Not Apply

1. This coverage does not apply if the *insured* or his legal representative has made a settlement of his claim

without our written consent with any person who may be legally liable for the accident.

2. **Bodily injury** sustained by an *insured* while *occupying*, or through being struck by an *uninsured auto* owned by an *insured* or a *relative* is not covered.

3. There is no coverage for property damaged while in, or through being struck by, an uninsured auto owned by an insured or a relative.

4. This Coverage will not benefit any workers' or workmen's compensation insurer, self insurer or disability benefits insurer.

5. We do not cover the United States of America or any of its agencies as an *insured*, a third party beneficiary or otherwise.

6. We do not cover **bodily injury** sustained in a vehicle described in the declaration on which Uninsured Motorists Coverage is not carried.

7. This coverage does not apply to the first \$250 of **property damage** to the property of each *insured* which damaged in any one accident.

8. This coverage will not benefit any insurer either directly or indirectly.

9. Regardless of any other provision of this policy, there is no coverage for punitive or exemplary damages under the uninsured or underinsured motorists coverage of this policy.

10. **Bodily injury** or **property damage** that results from nuclear exposure or explosion including resulting fire, radiation or contamination is not covered.

11. **Bodily injury** or **property damage** that results from bio-chemical attack or exposure to bio-chemical agents is not covered.

PERSONS INSURED

Who is Covered

This coverage applies to the following persons as *insureds*:

1. **you and your relatives;**
2. any other person *occupying* an *insured auto* with your consent;
3. any other person entitled to recover damages because of **bodily injury** to a person described in 1 or 2 above.

LIMIT OF LIABILITY

Regardless of the number of *insured autos* or *trailers* to which this policy applies:

1. The limit of liability for Uninsured Motorists Coverage stated in the declarations as applicable to "each person" is the limit of our liability for all damages, including those for care or loss of services, due to **bodily injury** sustained by one person as the result of one accident.

2. The limit of liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting "each person," the total limit of our liability for all such damages, including damages for care and loss of services, due to **bodily injury** sustained by two or more persons as the result of one accident.

3. The limit of **property damage** liability stated in the declarations is the total limit of our liability for all such damages, including damages for loss of use of an auto owned by *you*, sustained in any one accident.

4. When coverage is afforded to two or more autos under this policy, the limits of liability shall apply separately to each auto as stated in the declarations. But these limits may not be combined so as to increase the stated coverage for the auto involved in the accident.

If separate policies with us are in effect for *you* or any person in *your* household, they may not be combined to increase the limit of our liability for a loss.

The amount payable under this coverage will be reduced by all amounts:

- (a) paid by or for all persons or organizations liable for the injury;
- (b) paid or payable under the Bodily Injury and Property damage Coverages of this policy; or
- (c) paid or payable under any workers' or workmen's compensation law, disability benefits law or any similar law.

5. Any payment made under this Coverage shall reduce any amount the *insured* is entitled to receive from the Bodily Injury or Property Damage Coverages of this policy.

6. Any amounts paid or payable under the Medical Payments or Physical Damage Coverages of this policy are not covered under this insurance.

CONDITIONS

The following conditions apply to the Uninsured Motorists Coverage.

1. NOTICE

As soon as possible after an accident, notice must be given us or our authorized agent stating:

- (a) the identity of the *insured*;
- (b) the time, place and details of the accident; and
- (c) the names and addresses of the injured, and of any witnesses.

If the *insured* or his legal representative files suit before we make a settlement under this coverage, he must immediately provide us with a copy of the pleadings.

2. PROOF OF CLAIM

As soon as possible, the *insured*, or other person making claim must give us written proof of claim, under oath if required. This will include details of the nature and extent of injuries, treatment, and other facts which may affect the amount payable.

Proof of claim must be made on forms furnished by us unless we have not furnished these forms within 15 days after receiving notice of claim.

The injured person will submit to physical examination at our expense, by doctors chosen by us, as we may reasonably require. The injured person or in the event of his incapacity or death, his legal representative, must, at our request, authorize us to obtain medical reports and copies of records.

Any person making a claim for damage to property must, within 60 days from the date of accident, file with us a sworn proof of loss. This will be a statement explaining the ownership of the property, its value, any liens or mortgages on the property, and the time, place and circumstances of the accident. Any other insurance on the property must be disclosed to us. The damaged property must be made available for our inspection upon our request.

3. ASSISTANCE AND COOPERATION OF THE INSURED

After we receive notice of claim, we may require the *insured* to take any action necessary to secure his recovery rights against any person or organization that may be legally responsible for the accident. We may require the *insured* to make that person or organization a defendant in any action against us.

4. OTHER INSURANCE - BODILY INJURY

When an *insured* occupies an auto not described in this policy, this insurance is excess over any other similar insurance available to the *insured*. The insurance which applies to the occupied auto is primary.

Except as provided above, if the *insured* has other similar insurance available to him and applicable to the accident, the damages will be deemed not to exceed the higher of the applicable limits of liability of this insurance and the other insurance. If the *insured* has other insurance against a loss covered by the Uninsured Motorists provisions of this policy, we will not be liable for more than our pro rata share of the total coverage available.

5. OTHER INSURANCE - PROPERTY DAMAGE

This insurance is excess over any other insurance of any kind applicable to *property damage*. We will pay under this coverage only the amount by which the limit for this coverage is greater than the other insurance available.

6. ARBITRATION

Except as set forth in the last sentence of this paragraph, any dispute arising between any *insured* and us regarding:

- (a) the extent to which the *insured* is legally entitled to recover against an owner or operator of an *uninsured motor vehicle* (i.e., issues of liability); or
- (b) the amount of damages sustained by the *insured*

may be arbitrated. Neither the *insured* nor we will be required to arbitrate unless arbitration is expressly required by state law. Unless so required, binding arbitration will not be used to resolve disputes regarding policy interpretation, the existence of this coverage in a particular policy, or the application of this coverage to a particular claim or claimant.

We will be obligated to pay no more than the applicable policy limits for this Coverage regardless of whether an arbitration results in an award in excess of the applicable policy limits for this Coverage as defined in this policy.

Unless otherwise required by state law, the method, manner and format of any arbitration process will be subject to agreement by *you* and us. Attorney fees and expenses will be paid by the party incurring them.

7. TRUST AGREEMENT

Whenever we make a payment under this coverage:

- (a) to the extent of our payment, we will be entitled to repayment from the proceeds of any settlement or judgment the *insured* recovers from any person or organization legally responsible for the *bodily injury* or *property damage*. If our payment is made due to the insolvency of the insurer of the other vehicle involved in the accident, we will be entitled to the amount recoverable from the assets of the insolvent insurer. In either case, our recovery will be limited to the amount of coverage required by the financial responsibility law.
- (b) the *insured* will hold in trust for our benefit all rights of recovery which he may have against any legally responsible person or organization. He will do whatever is necessary to secure all rights of recovery and will do nothing after the loss to prejudice these rights.
- (c) at our written request, the *insured*, in his own name, will take through our designated representative appropriate actions necessary to recover payment for damages from the legally responsible person or organization. The *insured* will pay us out of the recovery for our expenses, costs and attorneys' fees.
- (d) the *insured* will execute and furnish us with any needed documents to secure his and our rights and obligations.

8. PAYMENT OF LOSS

Any amount due is payable:

- (a) to the *insured* or his authorized representatives;
- (b) if the *insured* is a minor to his parent or guardian; or
- (c) if the *insured* is deceased, to his surviving spouse; otherwise
- (d) to a person authorized by law to receive the payment, or to a person legally entitled to recover payment for the damages.

We may, at our option, pay any amount due in accordance with (d) above.

9. ACTION AGAINST US

Suit will not lie against us unless the *insured* or his legal representative have fully complied with all the policy terms.

10. SUBROGATION

When payment is made under this policy, we will be subrogated to all the *insured's* rights of recovery against others. The *insured* will help us to enforce these

rights. The *insured* will do nothing after loss to prejudice these rights.

This means we will have the right to sue for or otherwise recover the *loss* from anyone else who may be held responsible.

Our right of recovery is limited to the amount of coverage required by the Delaware Financial Responsibility Law.

SECTION VI - GENERAL CONDITIONS

These conditions apply to all Coverages in this policy.

1. TERRITORY

This policy applies only to accidents, occurrences or losses during the policy period and within:

- (a) the United States of America
- (b) its territories or possessions; or
- (c) Canada; or
- (d) when the auto is being transported between ports thereof

Coverage for Damage To Other Property applies only to accidents which occur in Delaware.

2. PREMIUM

When you dispose of, acquire ownership of, or replace a *private passenger, farm or utility auto*, any necessary premium adjustment will be made as of the date of the change and in accordance with our manuals.

3. CHANGES

The terms and provisions of this policy cannot be waived or changed, except by an endorsement issued to form a part of this policy.

We may revise this policy during its term to provide more coverage without an increase in premium. If we do so, your policy will automatically include the broader coverage when effective in your state.

The premium for each auto is based on the information we have in your file. You agree:

- (a) that we may adjust your policy premiums during the policy term if any of this information on which the premiums are based is incorrect, incomplete or changed.
- (b) that you will cooperate with us in determining if this information is correct and complete.
- (c) that you will notify us of any changes in this information.

Any calculation or recalculation of your premium or changes in your coverage will be based on the rules, rates and forms on file, if required, for our use in your state.

4. ASSIGNMENT

Your rights and duties under this policy may not be assigned without our written consent.

If you die, this policy will cover your surviving spouse if covered under the policy prior to your death. Until the expiration of the policy term, we will also cover:

- (a) the executor or administrator of your estate, but only while operating an *owned auto* and while acting within the scope of his duties; and
- (b) any person having proper temporary custody of and operating the *owned auto*, as an *insured*, until the appointment and qualification of the executor or administrator of your estate.

5. POLICY PERIOD

Unless otherwise canceled, this policy will expire as shown in the declarations. But, it may be continued by our offer to renew and your acceptance by payment of the required renewal premium prior to the expiration date. Each period will begin and expire at 12:01 A.M. local time at your address stated in the declarations.

6. CANCELLATION BY THE INSURED

You may cancel this policy by providing notice to us stating when, after the notice, cancellation will be effective.

If this policy is canceled, you may be entitled to a premium refund. The premium refund, if any, will be computed according to our manuals.

7. CANCELLATION BY US

We may cancel this policy by mailing to you, at the address shown in this policy, written notice stating when the cancellation will be effective.

We will mail this notice:

- (a) 10 days in advance if your policy has been in effect less than 60 days, or if the proposed cancellation is for nonpayment of premium or any of its installments when due;
- (b) 30 days in advance in all other cases.

The mailing or delivery of the above notice will be sufficient proof of notice. The policy will cease to be in effect as of the date and hour stated in the notice.

If this policy is canceled, *you* may be entitled to a premium refund. The premium refund, if any, will be computed according to our manuals. Payment or tender of unearned premium is not a condition of cancellation.

8. CANCELLATION BY US IS LIMITED

After this policy has been in effect for 60 days or, if the policy is a renewal policy, effective immediately, we will not cancel except for any of the following reasons:

- (a) *You* do not pay the initial premium or other than a renewal policy or any additional premium for this policy or fail to pay any premium installment when due to us or our agent.
- (b) *You* obtained the policy through material misrepresentation.
- (c) Violations by any *insured* of any of the terms and conditions of the policy.
- (d) *You* failed to disclose fully in *your* application *your* motor vehicle accidents and moving traffic violations for the preceding 36 months.
- (e) *You* failed to disclose fully in the application any losses covered under any auto physical damage or comprehensive coverage for the preceding 36 months.
- (f) *You* failed to disclose, when requested by us during the policy period, facts regarding accidents or losses which would have been material to a decision to renew *your* policy.
- (g) An *insured* made a false or fraudulent claim or knowingly aided or abetted another in presenting such claim.
- (h) Any *insured* or customary operator has, within the 36 months prior to the notice of cancellation or non-renewal, had his driver's license suspended or revoked, except a child whose license has been suspended or revoked under Section 1009 of Title 10, or whose license has been revoked or suspended pursuant to Section 904 of Title 4, or had a driver's license under suspension or revocation for a non-driving related drug offense pursuant to section 2707(b)(11), or Section 4177K of Title 21.
- (i) Any *insured* or customary operator has a history of or is subject to epilepsy or heart attacks and cannot produce a certificate from a physician testifying to his unqualified ability to operate a motor vehicle.
- (j) Any *insured* or customary operator has an accident record, conviction record (criminal or traffic), physical, mental or other condition which is such that his operation of an auto might endanger the public safety.
- (k) Any *insured* or customary operator has, while the policy is in force, engaged in a competitive speed contest while operating an automobile insured under this policy.
- (l) Any *insured* or customary operator is addicted to or uses narcotics or other drugs.
- (m) Any *insured* or customary operator uses alcoholic beverages to excess thereby impairing his ability to operate a motor vehicle.
- (n) Any *insured* or customary operator has been convicted or forfeited bail, during the 36 months immediately preceding the notice of cancellation or nonrenewal for any felony.
- (o) Any *insured* or customary operator has been convicted or forfeited bail, during the 36 months immediately preceding the notice of cancellation or nonrenewal for criminal negligence, or assault arising out of the operation of a motor vehicle.
- (p) Any *insured* or customary operator has been convicted, or forfeited bail, during the 36 months preceding the notice of cancellation or nonrenewal for operating a motor vehicle while in an intoxicated condition or while under the influence of drugs.
- (q) Any *insured* or customary operator has been convicted or forfeited bail, during the 36 months immediately preceding the notice of cancellation or nonrenewal for leaving the scene of an accident without stopping to report.
- (r) Any *insured* or customary operator has been convicted, or forfeited, during the 36 months immediately preceding the notice of cancellation or nonrenewal for theft or an unlawful taking of a motor vehicle.
- (s) Any *insured* or customary operator has been convicted, or forfeited bail, during the 36 months immediately preceding the notice of cancellation or nonrenewal for making false statements in an application for a driver's license.
- (t) Any *insured* or customary operator has, within the 36 months prior to the notice of cancellation or nonrenewal, been convicted of or forfeited bail for 3 or more violations of:
 - (i) any law, ordinance or regulation limiting the speed of motor vehicles; or
 - (ii) any of the provisions of motor vehicle laws of any state, violation of which is a misdemeanor and the point total for such convictions exceeds 8 points. This provision applies whether or not the violations were repetitions of the same offense or were different offenses.
- (u) Any *insured* or customary operator has, within the 36 months prior to the notice of cancellation or nonrenewal, been involved in 3 at fault accidents in which claims are paid in excess of \$250 per accident.
- (v) The insured auto is mechanically defective to the extent that its operation might endanger public safety.
- (w) The insured auto is used in carrying passengers for hire or compensation, except that the use of an auto for a car pool shall not be considered use of an auto for hire or compensation.

- (x) The insured auto is used in the business of transporting flammables or explosives.
- (y) The insured auto is an authorized emergency vehicle.
- (z) The insured auto is modified or changed in condition so as to increase the risk substantially.
- (aa) The insured auto is subject to an inspection law and has not been inspected, or, if inspected, has failed to qualify.
- (bb) You change your principal residence to a state where we do not issue new or renewal automobile insurance policies.

Our failure to cancel for any of these reasons will not obligate us to renew the policy.

9. RENEWAL

We will not refuse to renew this policy unless written notice of our refusal to renew is mailed to you, at the address shown in this policy, at least 30 days prior to the expiration date. The mailing or delivery of this notice by us will be sufficient proof of notice. This policy will expire without notice if any of the following conditions exist:

- (a) You do not pay any premium as we require to renew this policy.
- (b) You have informed us or our agent that you wish the policy to be canceled or not renewed.
- (c) You do not accept our offer to renew or you refuse to provide us with renewal classification and rating information as we may require.

10. OTHER INSURANCE

If other insurance is obtained on your insured auto, any similar insurance afforded under this policy for that auto will terminate on the effective date of the other insurance.

11. DIVIDEND PROVISION

You are entitled to share in a distribution of the surplus of the company as determined by its Board of Directors from time to time.

12. DISPOSAL OF VEHICLE

If you relinquish possession of a leased vehicle or if you sell or relinquish ownership of an owned auto, any coverage provided by this policy for that vehicle will terminate on the date and at the time you do so.

13. EXAMINATION UNDER OATH

The insured or any other person seeking coverage under this policy must submit to examination under oath by any person named by us when and as often as we may require.

14. ENFORCEMENT OF EXCLUSIONS

If any exclusion in this policy is deemed invalid due to financial responsibility law requirements or minimum coverage requirements of Delaware No Fault Law, we will provide coverage only to the minimum coverage limits mandated by Delaware statute.

15. DECLARATIONS

By accepting this policy, you agree that:

- (a) the statements in your application and in the declarations are your agreements and representations;
- (b) this policy is issued in reliance upon the truth of these representations; and
- (c) this policy, along with the application and declaration sheet, embodies all agreements relating to this insurance. The terms of this policy cannot be changed orally.

16. FRAUD AND MISREPRESENTATION

Coverage is not provided to any person who knowingly conceals or misrepresents any material fact or circumstance relating to this insurance:

- (a) at the time application is made;
- (b) at any time during the policy period; or
- (c) in connection with the presentation or settlement of a claim.

17. TERMS OF POLICY CONFORMED TO STATUTES

Any terms of this policy in conflict with the statutes of Delaware are amended to conform to those statutes.

**SECTION VII - AMENDMENTS AND ENDORSEMENTS
SPECIAL ENDORSEMENT - UNITED STATES GOVERNMENT EMPLOYEES**

A. Under the Property Damage coverage of Section I, we provide coverage to United States Government employees, civilian or military, using

1. Motor vehicles owned or leased by the United States Government or any of its agencies, or
2. Rented motor vehicles used for United States Government business,

when such use is with the permission of the United States Government. Subject to the limits described in paragraph B below, we will pay sums *you* are legally obligated to pay for damage to these vehicles.

B. The following limits apply to this coverage:

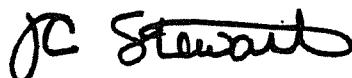
1. \$100 deductible applies to each occurrence.
2. For vehicles described in A.1 above, our liability shall not exceed the lesser of the following:
 - a. The *actual cash value* of the property at the time of the occurrence; or

- b. The cost to repair or replace the property, or any of its parts with other of like kind and quality; or
- c. Two months basic pay of the *insured*; or
- d. The limit of Property Damage Liability coverage stated in the declarations.

3. For vehicles described in A.2 above our liability shall not exceed the lesser of the following:

- a. The *actual cash value* of the property at the time of the occurrence; or
- b. The cost to repair or replace the property, or any of its parts with other of like kind and quality; or
- c. The limit of Property Damage Liability coverage stated in the declarations.

This insurance is excess over other valid and collectible insurance.



J. C. Stewart
Secretary



O. M. Nicely
President

GOVERNMENT EMPLOYEES INSURANCE COMPANY
GEICO CASUALTY COMPANY
GEICO GENERAL INSURANCE COMPANY
GEICO INDEMNITY COMPANY
HOME OFFICE - 5260 Western Avenue
Chevy Chase, Maryland 20815-3799



Policy Number:

Your policy is amended as follows:

SECTION III - Physical Damage Coverages

LIMIT OF LIABILITY

The following numbered paragraph is added:

6. for glass repair or replacement, not to exceed the prevailing competitive price. Although you have the right to choose any glass repair facility or location, the limit of liability for loss to window glass is the cost to:

- (a) repair; or
- (b) replace

**Automobile Policy
Amendment**

Glass Repair/Replacement

such glass but will not exceed the prevailing competitive price. This is the price we can secure from a competent and conveniently located glass repair facility. At your request, we will identify a glass repair facility that will perform the repairs at the prevailing competitive price.

We affirm this amendment.

J. C. Stewart
Secretary

GEICO INDEMNITY COMPANY

O. M. Nicely
President



Policy Number:

We agree with you that any Uninsured Motorist Coverage provided under the policy is amended to include Underinsured Motorist Coverage subject to all policy provisions except as modified by this amendment.

When used in reference to this coverage, including this and other amendments forming a part of this policy:

- a) The definition of "Uninsured Motor Vehicle" is amended to include "Underinsured Motor Vehicle".
- b) "Underinsured Motor Vehicle" means a motor vehicle with respect to which the sum of the limits of liability

TO CONFIRM THESE CHANGES, we have caused this amendment to be signed by the President and Secretary of the company.

J. C. Stewart
Secretary

GEICO Indemnity Company

O. M. Nicely
President

CRA-313a (9-82)

GEICO000584

AUTOMOBILE POLICY AMENDMENT**RENTAL REIMBURSEMENT AMENDMENT**

"We agree with you that the policy is amended as follows:"

SECTION IV - Physical Damage Coverages

The following coverage is added:

Coverage - Rental Reimbursement

When there is a loss to an owned auto for which a specific premium charge indicates that rental reimbursement coverage is afforded:

We will reimburse the insured for the expense the insured incurs to rent a similar auto. Reimbursement will not exceed \$20 per day nor \$800 per loss and payment will be limited to that period of time reasonably required to repair or replace the owned auto. This coverage applies only if:

1. the owned auto is withdrawn from use for more than 24 consecutive hours, and

2. the loss to the owned auto is covered under comprehensive or collision coverage of this policy.

This coverage does not apply when there is a total theft of the entire owned auto unless and until

- (a) the period of time reasonably required to repair or replace the stolen auto exceeds 30 days, and
- (b) only if the additional benefits provided under the supplementary benefits of the policy have been exhausted.

No deductible applies to this coverage.

The coverage provided by this amendment is subject to all the provisions and conditions of SECTION IV of the policy.

THE COMPANY affirms this amendment.

R. A. Phillips

Secretary ■ GEICO Indemnity Company ■ President

R. M. Miller

CRA-431DE(7-82)

MP

Policy No.:

GEICO000585

AUTOMOBILE POLICY AMENDMENT
RENTAL REIMBURSEMENT AMENDMENT

Policy Number:

"We agree with you that the policy is amended as follows:"

SECTION IV- Physical Damage Coverages

The following coverage is added:

Coverage - Rental Reimbursement

When there is a *loss* to an *owned auto* for which a specific premium charge indicates that rental reimbursement coverage is afforded:

We will reimburse the *insured* toward costs the *insured* incurs to rent an auto. Reimbursement will not exceed the limits described in the declarations and payment will be limited to a reasonable and necessary period of time required to repair or replace the *owned auto*. This coverage applies only if:

1. the *owned auto* is withdrawn from use for more than 24 consecutive hours, and
2. the *loss* to the *owned auto* is covered under comprehensive or collision coverage of this policy.

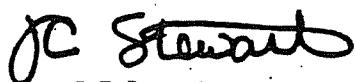
This coverage does not apply when there is a total theft of the entire auto unless and until:

1. the period of time reasonably required to repair or replace the stolen auto exceeds 30 days; and
2. only if the additional benefits provided under the supplementary benefits of the policy have been exhausted.

No deductible applies to this coverage.

The coverage provided by this amendment is subject to all the provisions and conditions of SECTION IV of the policy.

THE COMPANY affirms this amendment.



J. C. Stewart
Secretary • GEICO INDEMNITY COMPANY •



O. M. Nicely
President

Exhibit B

Westlaw.

Not Reported in A.2d

Not Reported in A.2d, 2007 WL 495899 (Del.Super.)

(Cite as: Not Reported in A.2d)

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►
Spine Care Delaware, LLC v. State Farm Mut.
Auto. Ins. Co.
Del.Super.,2007.
Only the Westlaw citation is currently available.

UNPUBLISHED OPINION. CHECK COURT
RULES BEFORE CITING.

Superior Court of Delaware,
Superior County.
SPINE CARE DELAWARE, LLC., Plaintiff,
v.
STATE FARM MUTUAL AUTOMOBILE IN-
SURANCE COMPANY, Defendant.
C.A. No. 04C-04-264-JEB.

Submitted: Jan. 26, 2007.
Decided: Feb. 5, 2007.

Plaintiff's Motion for Summary Judgment. Granted.

John S. Spadaro, Esquire, Attorney for Spine Care Delaware.
Colin M. Shalk, Esquire, Thomas P. Leff, Esquire,
Attorneys for State Farm Mutual Automobile Insurance Company.

OPINION

JOHN E. BABIARZ, JR., Judge.

*1 Plaintiff Spine Care Delaware, LLC, has filed a breach of contract action against Defendant State Farm Mutual Automobile Insurance Company. Defendant provided Personal Injury Protection (PIP) insurance to numerous individuals who received medical treatment at Spine Care, a free-standing medical facility, for injuries sustained in automobile accidents. Following treatment at Spine Care, each individual received a bill for professional services with a separate charge for use of the facilities. This separate charge for use of the facilities is based on federal regulations relating to Medicare and Medicaid.^{FN1}State Farm paid the bill for professional services but, in most instances, did not

pay the facility fee, and this case is the result. As assignee of its patients, Spine Care alleges breach of contract, bad faith breach of contract and violation of Delaware's Consumer Fraud Act. It seeks compensatory damages and declaratory relief, as well as punitive damages. This opinion addresses Plaintiff Spine Care's motion for summary judgment on the issue of waiver of defenses to coverage for the facility fee.^{FN2}

FN1.42 CFR § 416.61.

FN2. Plaintiff initially argued both waiver and estoppel but has abandoned the latter theory, which requires a showing of prejudice more than the trouble and expense of filing a lawsuit. See *One Virginia Avenue Condominium Assoc. of Owners v. Reed*, 2001 WL 1924195 (Del. Ch.); *Enoka v. AIG Hawaii Ins. Co., Inc.*, 128 P.3d 850, 871 (Haw.2006).

The parties agree to certain material facts. They agree that State Farm did not always respond to claims for coverage of facility fees within the 30-day time frame set forth in Delaware's PIP statute.^{FN3}They also agree that State Farm often denied coverage of the facility fee based on Spine Care's lack of a license to operate as a free-standing surgical facility.^{FN4}State Farm has now abandoned the contention that the licensing question was a valid basis for denial of coverage. It now contends that the facility fee was not a reasonable or necessary medical expense.^{FN5}Based on these facts, Spine Care argues that State Farm has waived the right to take any position other than the position taken within the statutory 30-day time frame. State Farm argues that the 30-day limit pertains only to claims the carrier finds to be covered and that there is no waiver of coverage defenses under Delaware PIP law.

FN3. See, *infra* p. 5.

Not Reported in A.2d

Not Reported in A.2d, 2007 WL 495899 (Del.Super.)

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FN4. Spine Care has submitted evidence that it was not required to be licensed as a "freestanding surgical facility." The question, however, is not material to this discussion.

FN5. Delaware's PIP statute requires payment of "reasonable and necessary" medical expenses. DEL.CODE ANN. tit. 21, § 2118(a)(2)a.

When considering a motion for summary judgment under Superior Court Civil Rule 56, the Court's function is to examine the record to determine whether genuine issues of material fact exist.^{FN6}If, after viewing the record in a light most favorable to the non-moving party, the Court finds there are no genuine issues of material fact, summary judgment is appropriate.^{FN7}

FN6. *Oliver B. Cannon & Sons, Inc. v. Dorr-Oliver, Inc.*, 312 A.2d 322, 325 (Del.Super.1973).

FN7. *Id.*

The purpose of PIP insurance is to protect policyholders from the financial difficulties that can result from unpaid or overdue bills.^{FN8}To achieve this purpose, the PIP statute imposes on insurance carriers specific obligations, as well as penalties for failing to comply with those obligations in a timely fashion. Under § 2118B(c) the following requirements apply. A carrier is required to pay a claim within 30 days of receiving a written request for payment with documentation for the treatment or expense. If a carrier denies payment of a claim or part of a claim, it must give the claimant a written explanation for the denial within 30 days of receiving the claim. Inherent in the requirement to provide an explanation is that the proffered explanation be the one actually relied on by the carrier in order to enable the insured to correct the problem or make an informed decision on whether to litigate as authorized in § 2118B(d).

FN8. DEL.CODE ANN. tit. 21, § 2118B(a) (2005).

*2 The question before the Court is whether § 2118B(c) precludes a carrier from asserting a defense it failed to take during the statutory 30-day time frame. For the reasons explained below, the Court finds that the answer is yes. This result derives from the language of § 2118B (c) itself and is consistent with the purpose of PIP insurance as well as the public policy of this State.

Section 2118B(c) provides in part as follows:
When an insurer receives a written request for payment of a claim for benefits pursuant to § 2118(a)(2) of this title, the insurer shall promptly process the claim and shall, no later than 30 days following the insurer's receipt of said written request for first-party insurance benefits and documentation that the treatment or expense is compensable pursuant to § 2118(a) of this title, make payment of the amount of claimed benefits that are due to the claimant or, if said claim is wholly or partly denied, provide the claimant with a written explanation of the reasons for such denial.

The parties address the statutory phrase "written explanation" in terms of whether it establishes a waiver of other defenses, which requires an unequivocal relinquishment of a known right, claim or privilege.^{FN9}More accurately this is a question of preclusion, which applies to both an untimely response and also to a misleading explanation. That is, if a carrier fails to timely deny a claim, is it precluded from offering a defense to coverage in the course of litigation? And if the carrier offers one explanation for denial in the letter, is it precluded from defending its denial on a different ground during litigation? Any answer other than yes renders the requirements of § 2118B meaningless.

FN9. *Burge v. Fidelity Bond & Mort. Co.*, 648 A.2d 414, 420 (Del.1994).

The statute yields little protection to policyholders if the carrier can ignore the request or offer one

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reason for denial only to change it when confronted with a lawsuit. Placing the burdens of accuracy and timeliness on the carrier is not unreasonable since it is the carrier who is the professional expert on insurance issues. This is the first time that this issue has been presented to a Delaware court. Not so in New York.

Under the New York PIP statute, a carrier must either pay or reject a claim within 30 days.^{FN10} New York state courts have required strict compliance with the time limit, establishing a general rule that an untimely disclaimer prevents a carrier from raising a defense of lack of coverage at any later stage. One exception to this rule of preclusion is when a carrier asserts that the claimant's alleged injury does not arise out of an insured incident.^{FN11} Another exception is when the insurance contract does not encompass either the vehicle or the incident.^{FN12} Other than strict lack of coverage grounds, the remedy of preclusion stands. For example, the exception is not extended to a carrier's defense that the treatment received was excessive.^{FN13}

FN10.N.Y. Ins. Law § 5106 provides in part as follows:

(a) Payments of first party benefits and additional first party benefits shall be made as the loss is incurred. Such benefits are overdue if not paid within thirty days after the claimant supplies proof of the fact and amount of loss sustained. If proof is not supplied as to the entire claim, the amount which is supported by proof is overdue if not paid within thirty days after such proof is supplied. All overdue payments shall bear interest at the rate of two percent per month. If a valid claim or portion was overdue, the claimant shall also be entitled to recover his attorney's reasonable fee, for services necessarily performed in connection with securing payment of the overdue claim, subject to limitations promulgated by the superintendent in regulations. N.Y. Ins. Law § 5106. See also 11 NYCRR 65.15(g)(3).

FN11.*Central General Hospital v. Chubb*

Group of Ins. Companies, 681 N.E.2d 413, 415 (N.Y.1997).

FN12.*Zappone v. Home Ins. Co.*, 432 N.E.2d 783 (N.Y.1982).

FN13.*Id.*

The Court finds that New York law is helpful in resolving the issue at bar because the New York PIP statute imposes the same obligations on carriers and because enforcement of those obligations is consistent with the purpose of PIP coverage in Delaware. The 30-day time frame is one way the General Assembly has chosen to avoid the "unjustifiable delay" in paying benefits that can cause financial hardship for policyholders.^{FN14} In this case, each claimant received a bill from Spine Care for medical services or treatment which included a facility fee. State Farm has not asserted that there is a policy exclusion for a facility fee related to medical treatment, nor has it asserted that the insureds' injuries (and concomitant medical fees) did not arise from an insured incident or a covered vehicle. The Court holds that State Farm is precluded from asserting a coverage defense to claims for facility fees to which it did not respond within the statutory 30-day period set forth in § 2118B(c).

FN14.See DEL.CODE ANN. tit. 21, § 2118B(a).

*3 This principle also applies to inaccurate and unreliable responses. State Farm issued numerous denial letters based on a licensing issue which State Farm has abandoned in hopes of now defending its denials on other grounds. The requirement that a written explanation be provided is meaningless unless the proffered explanation is correct. It is also meaningless if a carrier can offer a different defense at some later point. The Court concludes that a PIP carrier is precluded from shifting its position on defense of a denial after the 30 days expires. This conclusion is inherent within the statute itself and helps uphold the purpose of PIP coverage.

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 (Cite as: Not Reported in A.2d)

This outcome is unaffected by Defendant's remaining arguments. Defendant argues that waiver, or, as it turns out, preclusion of its other coverage defense results in a *de facto* broadening of coverage.^{FN15}The Court finds otherwise. The facility fee was part of Spine Care's medical fees, and was presented as such, not as a separate bill unrelated to medical treatment. State Farm also argues that the 30-day limit begins to run only after the carrier receives documentation that the claim is compensable, and that it never received such documentation regarding the facility fee. However, State Farm paid the medical fee based on paperwork showing the type of treatment received as well as the date and time. State Farm was unable to identify what other information was pertinent to payment of the facility fee, and thereby acknowledged that the relevant documentation was provided.

^{FN15.}*Enoka v. AIG Hawaii Ins. Co., Inc.*,
 128 P.3d 850, 867 (Haw. 2006).

For the reasons explained above, Plaintiff's motion for summary judgment is *Granted*.

It Is So ORDERED.

Del.Super.,2007.
 Spine Care Delaware, LLC v. State Farm Mut.
 Auto. Ins. Co.
 Not Reported in A.2d, 2007 WL 495899 (Del.Super.)

END OF DOCUMENT

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of April 2008, a true and correct copy of the foregoing *Plaintiffs' Opposition in Response to Defendants' Motion for Protective Order* was served on the following counsel of record in the manner indicated:

BY HAND DELIVERY

Dawn L. Becker, Esquire
Gary Alderson, Esquire
LAW OFFICES OF DAWN L. BECKER
Citizens Bank Center
919 Market Street, Suite 725
Wilmington, DE 19801

BY FIRST CLASS MAIL

George M. Church, Esquire
Laura A. Cellucci, Esquire
MILES & STOCKBRIDGE P.C.
10 Light Street
Baltimore, Maryland 21202



Kevin S. Mann (No. 4576)